

ATTACHMENT D

Construction Contract

**CONSTRUCTION CONTRACT
BY AND BETWEEN
THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
AND
PAVE-TECH INC.
FOR
RUNWAY 17/35 RECONSTRUCTION PHASE V
PROJECT NUMBER: CC24-126**

THIS CONSTRUCTION CONTRACT ("Contract") is made and entered into by and between the Southern California Logistics Airport Authority, a joint powers authority located in the County of San Bernardino, State of California, hereinafter referred to as "SCLAA", and **Pave-Tech Inc. a California corporation** hereinafter referred to as the "Contractor". The SCLAA and the Contractor are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, RUNWAY 17/35 at the Southern California Logistics Airport requires **RECONSTRUCTION** (the "Project"); and

WHEREAS, on July 8, 2024, the SCLAA issued a Notice Inviting Bids to contractors for the Project. In response, Contractor submitted a Bid Proposal which the SCLAA determined to be the lowest responsive bidder; and

WHEREAS, Contractor is a duly organized corporation in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the work and other obligations encompassed by this Contract; and

WHEREAS, at its meeting held on _____, the SCLAA Board of Directors duly accepted Contractor's Bid Proposal for the Project and directed that a written contract for the Project be entered into with Contractor; and

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Bid Proposal, the SCLAA desires to retain Contractor to perform the construction work as set forth herein and in the Contract Documents for **Project Runway 17/35 Phase V**.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. **RECITALS**

The Recitals set forth above are true and correct and are hereby incorporated into this Contract by this reference.

Section 2. **CONTRACT DOCUMENTS; PRIORITY**

a. This Contract consists of the following documents (the "Contract Documents"), all of which are made part of this Contract and are listed in order of precedence below. If there is a conflict between the component parts of the Contract Documents, the document highest in precedence in the list below controls, **except that in the event of a discrepancy between any documents**

prepared by the Contractor (including without limitation, the Bid Proposal Price Schedules submitted to SCLAA by Contractor and attached hereto as Exhibit "B"), and those prepared by the SCLAA, the SCLAA-prepared documents take precedence over and shall control with respect to the resolution of the discrepancy, and nothing set forth in Exhibit "B" or other portions of Contractor's Bid Proposal shall be deemed to supersede any of the provisions of this Construction Contract:

1. Change Orders and/or Supplemental Agreements approved by the SCLAA and the Federal Aviation Administration (FAA) and approved revisions to Plans & Specifications;
2. Permits from other agencies as may be required by law;
3. This Contract and its **Exhibits "A" through "C"** (subject to the limitations of Section 2.a)
4. Bid Addenda issued by the SCLAA;
5. Notice Inviting Bids;
6. Instructions to Bidders;
7. Federal and State Requirements;
8. FAA General Provisions;
9. SCLAA General Provisions;
10. Technical Specifications Special Requirements Modified FAA A/C 150/5370-10H (including Appendices);
11. Project Plans (detailed plans shall have precedence over general plans);
12. Required Bid Documents and Proposal Forms;
13. Required Bid Documents and Proposal (including Price Schedules) completed by Contractor and submitted to SCLAA, subject to the limitations in Sections 2 and 7.a of this Contract);
14. Faithful Performance Bond;
15. Payment Bond;
16. Guaranty;
17. Bidder's Bond;
18. State of California, Department of Transportation, Standard Specifications.

b. The above-listed Contract Documents are complementary; what is called for in one is binding as if called for by all. To the extent that portions of the Contract Documents are not attached to this Contract, they shall be deemed incorporated herein by this reference.

Section 3. **CONTRACTOR'S OBLIGATIONS FOR CONSTRUCTION WORK**

Contractor shall perform or cause to be performed the work required to complete Phase V of the Project as specifically set forth in the Contract Documents. Contractor shall furnish, at its own cost and expense, all labor, services, material, tools, equipment, supplies, transportation, and any other items and facilities necessary therefor, as provided in the Contract Documents.

Section 4. **TIME OF COMPLETION**

a. Contract Time. Contractor shall complete the work for Phase V within **ONE HUNDRED TWENTY (120) CALENDAR DAYS** of the date specified in SCLAA's Notice to Proceed.

b. Liquidated damages. If Contractor fails to complete the work for Phase V within the Contract Time period as specified above, including any approved extensions thereto, Contractor shall pay to the SCLAA, as liquidated damages and not as a penalty, the sum specified in the Contract Documents for each calendar day in excess of the Contract Time periods specified herein that the work remains incomplete.

c. Adjustments to Contract Time. The Contract Time period for Phase V as specified in this Section 4 may only be adjusted for time extensions approved by the SCLAA and the FAA and memorialized in a Change Order approved in accordance with the requirements of the Contract Documents.

d. Time of the Essence. Time is of the essence in the performance of this Contract.

Section 5. COMPENSATION TO CONTRACTOR; MANNER OF PAYMENT

a. Subject to the provisions of Section 3 of this Contract and Section XVII of the Instructions to Bidders, CONTRACTOR agrees to accept the following as compensation for satisfactory completion of the work in accordance with the Contract Documents a total amount not to exceed **Four Million Nine Hundred Thirty-three Thousand Five Hundred Forty-nine and 27/100 Dollars (\$4,933,549.27)**, (the "Contract Amount"). See **Exhibit "B"**, Bid Proposal Price Schedules.

b. The Contract Amount shall be full compensation to Contractor for: furnishing all tools, labor, materials and equipment; doing all the work contemplated and embraced in this Contract and the Contract Documents; all loss or damage arising out of the nature of the aforesaid work, the action of the elements, any unforeseen difficulties or obstructions which may arise or be encountered in the execution of the work until its acceptance by the SCLAA; all risks of every description connected with the work; all expenses incurred by or in consequence of the suspension or discontinuance of work; and well and faithfully completing the whole work thereof, according to the requirements of the Contract Documents and to the satisfaction of **C. Eric Ray, Airport Director**, or his designee, as set forth therein.

c. Subject to any adjustments for quantities or alterations of work authorized by the SCLAA as provided for in the Contract Documents, **including without limitation the provisions of Paragraph XVII of the Instructions to Bidders relating to FAA funding constraints**, payments to Contractor shall be made in the manner set forth in Section XXXIV of the Instructions to Bidders.

d. Payments to Contractor in excess of the Contract Amount shall only be made pursuant to such written Change Orders and/or Supplemental Agreements issued by the SCLAA in accordance with the Contract Documents and Section 21 of this Contract.

Section 6. TERMINATION, SUSPENSION AND DEFAULT

Any violation or breach of terms of this Contract by Contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of SCLAA pursuant to this Contract. The duties and obligations imposed by the Contract Documents, and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

Section 7. PREVAILING WAGES

a. State – In accordance with the provisions of California Labor Code Sections 1720, 1770-1776, 1810, 1813, and 1815, as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the

standards set forth in Labor Code Section 1773 for the locality in which the Work is to be performed. It shall be mandatory upon the Contractor to whom the Work is awarded and upon any subcontractor under the Contractor to pay not less than said specified rates to all workers employed by them in the execution of the Work and shall post a copy of said wage rates at the project site.

b. Federal – The general Federal prevailing rate of wages, as determined by the Secretary of Labor are included in Section B of the Contract Documents (General Federal Wage Decision); provided, that if there is any difference between the State or Federal wage rate for any given craft or mechanic needed to execute the work, it shall be mandatory upon the Contractor and any subcontractor to pay the higher of the two rates.

c. **Payment of State Wages Required when Higher.** Payment of State prevailing wage rates, when higher than Federal rates, are required whenever federally funded or assisted projects are controlled or carried out by California awarding bodies of any sort. The SCLAA is considered a California awarding body. Therefore, the higher of State Prevailing Wage and Federal Wage rates shall apply to and be paid by all Contractors and subcontractors performing work on this Project.

AB219 (as applicable) adds Section 1720.9 to the Labor Code the hauling and delivery of ready-mixed concrete to carry out a public works contract, with respect to contracts involving state agency and subdivision of the state Section 1720.9 defines the term “ready-mixed” concrete and specifies that the rate of pay shall be the current prevailing wage “for the geographical area in which the factory or batching plant is located” as determined by the DIR. The statute also requires a written agreement between the party hauling or delivering the ready-mixed concrete and the party that engaged its services.

Effective September 1, 2020, ready-mix concrete companies will be required to submit payroll online to DIR using its electronic certified payroll reporting system. Please note that this requirement applies only to the certified payroll records required by section 1776(a) of the Labor Code. The separate written time records certified by ready-mix drivers do not need to be uploaded into the electronic certified payroll report system and are only required to be submitted to the Labor Commissioner’s Office upon request.

Assembly Bill 219 governs concrete delivery on public works projects and became effective on July 1, 2016. The amendments added new section 1720.9 to the Labor Code, which provides:

- A company hauling or delivering ready-mix concrete for a public works contract shall:
 - Register as a public works contractor.
 - Submit a certified copy of the payroll records required by subdivision (a) of Section 1776 to the party that engaged the company and to the general contractor within five working days after the employee has been paid, accompanied by a written time record that shall be certified by each driver for the performance of job duties.
- Nothing in section 1720.9 shall cause any company to be treated as a contractor or subcontractor for any purpose other than the application of this chapter of the Labor Code.

The Contractor and all subcontractors shall comply with **all** Federal and State laws, regulations, and guidelines required in the performance of the contract. Copies of the updated Wage Determination rates are available to any interested party, by visiting www.wdol.gov for Federal and www.dir.ca.gov for State of California. Additionally, copies of the State prevailing rate

of per diem wages and Federal wage determination rates are on file at the City of Victorville Finance Division and shall be made available for review to any interested party on request.

Revisions to the General Federal Wage Decision shall be identified by the issuance of addenda, and the final Contract between the SCLAA and the contractor will physically include the applicable General Federal Wage Decision as revised by addenda, if any such addenda have been issued. Both the prime contractor and all subcontractors are required to pay their laborers and mechanics employed under this contract a wage not less than the highest wage applicable for their work classification, as specified in the Federal General Wage Decision that can be downloaded from <http://www.access.gpo.gov/davisbacon/>.

Contractor is responsible for using the correct wage decision. An error on the part of any awarding body does not relieve the contractor from the responsibility for payment of the correct prevailing wage and penalties, pursuant to the provisions and sections of Labor Code (1770-1776).

In accordance with Section XIII of the Instructions to Bidders and applicable Federal regulations, the General Federal Wage Decision that is in effect on the date of the bid opening, as long as the Contract is awarded within 90 days of said date, locks in that Federal Wage Decision for the entire duration of the Project. If the contract is not awarded within such 90-day period, the date of the award of the Contract would be the date used in determining the applicable Federal Wage Decision.

NOTE: A CERTIFIED PAYROLL from the Contractor and subcontractors must be submitted weekly to the SCLAA. Payment of invoice(s) may be delayed when certified payrolls are not current.

Section 8. **WORKERS' COMPENSATION INSURANCE**

a. Contractor shall procure and maintain, at its own expense, during the Term of this Contract, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law and as further specified in the Contract Documents. If any class of employees employed by Contractor is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the SCLAA.

b. In conformance with current statutory requirements of Section 1860 et seq., of the Labor Code of the State of California, the undersigned confirms the following as their certification:

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

Section 9. **NOTICE TO PROCEED**

No work, service, material, or equipment shall be performed or furnished by Contractor under this Contract unless and until a Notice to Proceed for the Project has been given to the Contractor by the SCLAA. Contractor shall commence work for Phase V pursuant to the Contract Documents as directed by the SCLAA in the applicable Notice to Proceed and shall diligently execute the same to completion within the Contract Time period set forth herein.

Section 10.**COMPLIANCE WITH LAWS**

a. Contractor shall comply with all local, state, and federal laws and regulations applicable to the performance of the work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and subcontractors.

b. Contractor shall also comply with the Disadvantaged Business Enterprise (DBE) Contract Provisions attached hereto as **Exhibit "C"** and such other requirements as are set forth in the Contract Documents, the SCLAA's DBE Program, and 49 CFR Part 26 relating to DBEs.

c. Unless otherwise specified in the Contract Documents, all required permits and licenses shall be held or obtained by the Contractor at its sole expense.

Section 11.**COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

Minimum Scope of Insurance and Limits

Contractor warrants that Contractor has obtained all insurance required under this contract. Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of the subcontractor has been obtained. Contractor shall maintain at all times during the life of this contract the following policies of insurance:

a. **Workers' Compensation Insurance**

Coverage A – Statutory benefits and

Coverage B – Employer's Liability Insurance providing a minimum coverage for:

Each Accident:	\$1,000,000
Each Employee:	\$1,000,000
Policy Limit:	\$1,000,000

In addition, coverage must include a Waiver of Subrogation **Endorsement** in favor of SCLAA, the City of Victorville, its officers, officials, employees, agents or volunteers, and all other parties required of SCLAA.

b. **Comprehensive General Liability**

The limits of liability shall not be less than:

Type	Contractor	Subcontractors
Each Occurrence Limit	\$5,000,000	\$2,000,000
Personal Advertising Injury Limit	\$5,000,000	\$2,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000	\$2,000,000

General Aggregate Limit (Other than Products/Completed Operations)	\$10,000,000	\$2,000,000
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Coverage is required to be on an Occurrence form and shall apply to bodily injury and property damage for operations (including subsidence, explosion, collapse and underground coverage), independent contractors, products and completed operations. Limits can be provided by a combination of a primary Commercial General Liability policy and Excess or Umbrella Liability policy.

Including coverage for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers and agents, and independent contractors.

- CGL (Comprehensive General Liability) coverage shall include an **Endorsement** CG 20 10 11 85, or an equivalent Additional Insured endorsement form, or form(s) that provide the Additional Insured(s) with both general liability "Ongoing Operations" and "Completed Operations" coverage. Similar forms that can be used and issued together are CG 20 10 10 01 & CG 20 37 07 04. Additional Insured endorsements must specifically name SCLAA, the City of Victorville, its officers, officials, employees, agents or volunteers, and all other parties required of SCLAA, and other parties as required by SCLAA as Additional Insureds as required by the written contract.
- CGL (Comprehensive General Liability) coverage shall include an **Endorsement** stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."
- CGL coverage shall include a "Per Location Aggregate Endorsement" and be attached to the Certificate.
- CGL Coverage should include a General Liability Waiver of Subrogation in favor of SCLAA, the City of Victorville, its officers, officials, employees, agents or volunteers, and all other parties required of SCLAA.
- Contractor and all of their Subcontractors performing work on the project shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Complete Operations coverage for itself and each additional insured for at least three (3) years after completion of the Work.

c. **Umbrella/Excess Insurance**

- Umbrella/Excess coverage must include as insureds all entities that are additional insureds on the CGL.

- Umbrella/Excess coverage for such additional insureds shall apply as primary before any other insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL. Auto Liability and Employers Liability coverages maintained by the Subcontractor.

d. **Automobile Liability Insurance**

The limits of liability shall not be less than:

Each Accident: \$1,000,000

- Contractor, and all subcontractors shall procure and maintain, at its own expense, during the Term of this Agreement, Commercial Vehicle Liability Insurance covering person injury and property damage, of not less than One Million Dollars (\$1,000,000.00) combined single limit, including, but not limited to owned autos, hired or non-owned autos, covering any vehicle utilized by Contractor, subcontractor, or its officers, employees, servants, volunteers, or agents and independent contractors in performing the services required by this Contract. SCLAA, the City of Victorville, its officers, officials, employees, agents or volunteers, and all other parties required of SCLAA shall be included as insureds on the auto policy. Coverage should include or be outlined in the policy form an Auto Liability Waiver of Subrogation provision in favor of SCLAA, the City of Victorville, its officers, officials, employees, agents or volunteers, and all other parties required of SCLAA and other parties as required by SCLAA shall be included as insureds on the auto policy.

Notice of Cancellation

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice, by certified mail return receipt requested, has been given to SCLAA. In the case of non-payment, ten (10) days advance written notice shall be given.

Acceptability of Insurers

Insurance is to be placed with insurers that have a current A.M. Best's rating of no less than A: VII.

Verification of Coverage

Contractor shall furnish SCLAA with the original Certificates and all endorsements, and waiver of subrogation. These forms must be attached to the Certificates of Insurance outlining coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and waivers are to be received and approved by SCLAA before work commences. As an alternative to SCLAA, and at the approval of the Risk Manager; the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the SCLAA. At the option of the SCLAA, either the insurer shall reduce or eliminate such deductibles or self-insured retentions that pertains to the SCLAA, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Notice of Cancellation

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice, by certified mail return receipt requested, has been given to SCLAA. In the case of non-payment, ten (10) days advance written notice shall be given.

Section 12. BREACH OF CONTRACT

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

SCLAA will provide Contractor, or its subcontractors written notice that describes the nature of the breach and corrective actions the Contractor or its subcontractors must undertake in order to avoid termination of the contract. SCLAA reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the SCLAA elects to terminate the contract. The SCLAA's notice will identify a specific date by which the Contractor or its subcontractors must correct the breach. SCLAA may proceed with termination of the contract if the Contractor or its subcontractors fails to correct the breach by the deadline indicated in the SCLAA's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

Section 13. ADDITIONAL INSURED

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that the SCLAA, the City of Victorville, and their respective officials, officers, employees, servants, volunteers, agents, subcontractors and independent contractors, including, without limitation, the SCLAA Legal Counsel, are named as Additional Insureds.

Section 14. WAIVER OF SUBROGATION RIGHTS

Contractor shall furnish SCLAA with the original Certificates and all endorsements, and waiver of subrogation. These forms must be attached to the Certificates of Insurance outlining coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and waivers are to be received and approved by SCLAA before work commences. As an alternative to SCLAA, and at the approval of

the Risk Manager; the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Section 15. **PROOF OF INSURANCE COVERAGE; REQUIRED PRIOR TO COMMENCEMENT OF WORK**

a. Contractor shall secure from a good and responsible company or companies, authorized to do insurance business in the State of California the policies of insurance as required by this Contract and the Contract Documents, and shall furnish to the SCLAA Secretary certificates of said insurance at least one (1) day prior to the commencement of any work to be performed under this Contract.

b. The certificates of insurance shall bear an endorsement providing that, in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the SCLAA shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of non-payment, ten (10) days advance written notice shall be given.

c. The certificates of insurance shall bear an endorsement whereby it is provided that the respective insurance policy shall not be terminated or expire without first providing thirty (30) days written notice to the SCLAA of such termination or expiration.

d. The certificates of insurance shall indicate that the respective insurance policy will be maintained throughout the duration of this Contract.

e. The Commercial General Liability and automobile liability policies shall be endorsed to contain the following provision: "For any claims related to this Contract, Contractor's service coverage shall be primary with respect to the SCLAA. Any insurance maintained by the SCLAA shall be in excess of Contractor's insurance and shall not contribute to it."

f. Subcontractor Insurance. Contractor shall include all subcontractors as additional insureds under its policies or shall secure separate certificates and endorsements from each Subcontractor. All Subcontractor coverages shall be subject to all of the requirements stated in this Contract and the Contract Documents.

g. Pollution Liability. Pollution Liability Insurance, providing coverage for bodily injury, property damage, including cleanup costs and defense costs resulting from sudden, accidental, and gradual pollution conditions, including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, hydrocarbons, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water. The minimum limit shall be Two Million (\$2,000,000) each occurrence or claim and (\$4,000,000) Four Million aggregate.

Section 16. **SECURITIES AND GUARANTY**

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any work, Contractor shall furnish to the SCLAA a Faithful Performance Bond, and a Payment (Labor and Materials Bond) in the amount equal to one hundred percent (100%) of the Compensation noted in Section 5.a of this Contract. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of

California. Contractor shall also execute and provide to the SCLAA concurrently with the execution of this Contract, the one-year Guaranty on the sample form so provided in the Contract Documents.

Section 17. INDEMNIFICATION

Notwithstanding the limits of any insurance, Contractor shall indemnify the SCLA and the City, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the SCLA and the City its officials, officers, agents, volunteers or employees, and in connection therewith:

a. Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

b. Contractor will promptly pay any judgment rendered against the SCLA and the City, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the SCLA and the City, its officials, volunteers, officers, agents, and employees harmless there from;

c. In the event the SCLA and the City, its officials, officers, agents, volunteers or employees is made a Party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the SCLA and the City, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by the SCLA and the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to SCLA and the City;

d. Contractor's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time;

The Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

Section 18. **REPORTS**

As required by the Contract Documents and as further may be requested by **C. Eric Ray, Airport Director**, or his designee, Contractor shall prepare and submit reports concerning Contractor's performance of the work required by this Contract.

Section 19. **RECORDS**

a. Contractor shall keep such books and records as shall be necessary to perform the work as required by this Contract and the Contract Documents and to enable **C. Eric Ray, Airport Director**, or his designee to evaluate the cost and the performance of such work.

b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles and as may otherwise be required by the Contract Documents. Contractor agrees to provide the SCLAA, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives, full access to access to any books, documents, papers, and records of Contractor which are directly pertinent to the Project at all reasonable times for the purpose of making inspection, copies, audit, examination, excerpts and transcriptions.

d Contractor agrees to retain the records listed in Subsection b above, as well as supporting documents pertaining to the use of funds paid to Contractor hereunder for a period of five (5) years after the final payment is made under this Contract and matters pending as to the Project are closed.

Section 20. **MODIFICATIONS AND AMENDMENTS**

This Contract may be modified or amended only by written Change Orders as specified in the Contract Documents or a written instrument signed by both Parties.

Section 21. **ENTIRE AGREEMENT**

a. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the SCLAA and Contractor with respect to the Project which is the subject matter of this Contract.

b. This Contract and the Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents.

c. No agreement, statement, or promise with respect to the subject matter herein which is not contained in this Contract, the Contract Documents, or in a valid written modification or amendment to same, shall be valid or binding on either Party.

Section 22. **AMBIGUITIES**

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by the provisions of Sections 2 and 7.a of this Contract, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Contract.

Section 23. **NOTICES**

a. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

To the SCLAA:	C. Eric Ray, Airport Director Southern California Logistics Airport Authority 18374 Phantom West Victorville, CA 92394
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To Contractor:	Rudy C. Zavalani, President Pave-Tech Inc. 3043 Harding Street Carlsbad, CA 92008
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b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 24. **NON-LIABILITY OF THE SCLAA OFFICERS AND EMPLOYEES**

No officer or employee of the SCLAA shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the SCLAA or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Contract.

Section 25. **REVIEW BY ATTORNEYS**

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

Section 26. **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 SCLAA, except those losses or damages as may be caused by the SCLAA's own negligence. The performance of the work by Contractor or the payment of money by the SCLAA shall not relieve Contractor from any

obligation to correct any incomplete, inaccurate, or defective work at no further cost to the SCLAA, when such inaccuracies are due to the negligence of Contractor.

Section 27. **CAPTIONS AND HEADINGS**

The captions and headings contained in this Contract are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 28. **SUCCESSORS, HEIRS, AND ASSIGNS**

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Contract and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the SCLAA, which may be withheld in the SCLAA's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.

Section 29. **GENDER; PLURAL**

In this Contract, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

Section 30. **SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

Section 31. **GOVERNING LAW**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties under this Contract, shall be construed pursuant to and in accordance with California law.

Section 32. **CUMULATIVE REMEDIES**

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

Section 33. **VENUE**

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Contract and all proceedings involving any enforcement action related to this Contract shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

Section 34. **ATTORNEYS' FEES**

Should any litigation, specifically including but not limited to, arbitration and other non-judicial resolution of disputes be commenced between the Parties to this Contract concerning this Contract or the rights and duties of either in relation thereto, the Parties prevailing in such litigation or other proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney fees in such litigation where the proceeding which, if not agreed upon by the Parties, shall be determined by the court or other entity in which such litigation or other proceeding is brought.

Section 35. **EFFECTIVENESS OF AGREEMENT**

This Contract shall not be binding upon SCLAA, until signed by the authorized representative(s) of Contractor, approved as to form by SCLAA General Counsel, approved by the SCLAA Risk Manager, and executed by the authorized SCLAA personnel or SCLAA Chairman.

Section 36. **REPRESENTATIONS OF PARTIES AND PERSONS
EXECUTING CONTRACT**

a. Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto.

b. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purports to represent.

Section 37. **COUNTERPARTS**

This Contract may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Contract.

Section 38. **INDEPENDENT CONTRACTOR STATUS**

Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents or subcontractors, and they shall not be deemed agents, servants or employees of the SCLAA.

Section 39. **WAIVER**

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall 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 shall not be a waiver of any other default concerning the same or any other provision of this Contract.

Section 40. **CARB COMPLIANCE OBLIGATIONS**

a. CARB Regulations. **Contractor** is aware of the California Air Resources Board

("CARB") regulations mandating various emission reduction requirements. **Contractor** agrees to comply with all applicable CARB regulations (Title 13, Division 3 of the California Code of Regulations ("CCR") prior to commencing any work hereunder and maintain compliance throughout the duration of this Agreement.

(1) Vehicles with a Gross Vehicle Weight Rating (GVWR) greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to CARB's Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets (ACF) webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.

(2) Effective January 1, 2024, CARB implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR Section 2449 *et seq.*, the "Off-Road Regulation") which apply broadly to all self-propelled off-road diesel vehicles 25 horsepower or greater and other forms of equipment used in California (including any vehicles or equipment that is rented or leased). The Off-Road Regulation is available at: <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>.

b. **Contractor** must comply with all CARB regulations and requirements, including without limitation, all applicable sections of the Off-Road Regulation (as codified in 13 CCR Section 2449 *et seq.*) throughout the term of the Project and this Agreement. **Contractor** shall be solely liable for all costs associated with complying with the regulations, as well as for any and all penalties, fines, damages, or costs associated with violations or failures to comply with the regulations. **Contractor** shall defend, indemnify, and hold harmless SCLAA and the City of Victorville, its elected and appointed officials, officers, agents, and employees from and against any and all claims, liabilities, costs, penalties, interest or other damages arising out of **Contractor's** failure or alleged failure to comply with CARB regulations.

[END OF THIS PAGE – SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed as of the dates written below.

**SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY**

By: _____
**Elizabeth Becerra,
Authority Chairman**

Dated: _____

PAVE-TECH INC.

By: _____
**Rudy C. Zavalani,
President**

Dated: _____

ATTEST

By: _____
**Jennifer Thompson,
Authority Secretary**

Dated: _____

**SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY**

By: _____
**Sandra Bostick,
Authority Risk Manager**

Dated: _____

APPROVED AS TO STANDARD FORM

By: _____
**Andre de Bortnowsky,
Authority Legal Counsel**

Dated: _____

EXHIBIT "A"

SCOPE OF WORK

SCLA agrees to engage Contractor and Contractor agrees to furnish all necessary labor, tools, materials, and equipment for and to do the Work for the Project. The Work shall be performed: (i) as generally described in Project CC24-126 Request for Bid and applicable Addenda, and (ii) the prices set forth in Contractor's Bid Proposal (attached as **Exhibit "B"**).

EXHIBIT “B”

BID PROPOSAL FORMS

SEE ATTACHMENT

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC24-126 RUNWAY 17/35 RECONSTRUCTION PHASE V**

BID PROPOSAL PRICE SCHEDULES

The undersigned declares he has carefully examined the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, availability of materials, tools, equipment, incidentals and labor to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications to complete all the work for Phase V in accordance with all the provisions of the Contract Documents for the prices set forth in the following schedules:

BASE BID SCHEDULE 100 – RUNWAY 17/35 RECONSTRUCTION PHASE V - ADMINISTRATION

Bid Item	Description	U. M.	Bid Quantity	Unit Price	Total
101	Mobilization (C-105-10.1) 6% MAX of total bid price	LS	1	236,762.00	\$ 236,762.00
102	Bonds and Insurance (C-105-10.2)	LS	1	25,875.00	\$ 25,875.00
103	Personnel Training (G-102-5.2)	Allow	1	\$7,500	\$7,500.00
104	Administrative Delay (G-201-5.2)	Allow	1	\$ 40,000	\$40,000.00
105	Utility Relocation (G-201-5.1)	Allow	1	\$5,000	\$5,000.00
106	Additional Soil Erosion Controls. (C-102-5.1)	Allow	1	\$16,500	\$16,500.00
107	Install and maintain Owner Furnished Runway Closure Marker (G-102-5.3)	LS	1	\$23,857.00	\$ 23,857.00
108	Provide Runway Closure Markers (G-102-5.4)	LS	1	\$62,698.00	\$ 62,698.00
109	Install and maintain Owner furnished Barricades (G-102-5.5)	LS	1	\$8,077.00	\$ 8,077.00
110	Black-out Existing Pavement Marking (P-620-5.4)	SF	25,380	\$ 2.01	\$ 51,013.80
111	Black-out test strip (P-620-5.5)	LS	1	\$5,491.25	\$ 5,491.25
112	Provide two-coats 0.12 gal/SY SS1-h asphaltic emulsion seal coat (P-623-8.2)	SF	210,000	\$ 0.62	\$ 130,200.00
113	Connect Temporary Threshold Lights - displaced threshold and disconnect edge lights and PAPI (L-125-5.1)	LS	1	\$40,250.00	\$40,250.00
114	Provide Temporary Pavement Markings (one-coat) With Beads 1-coat (P-620-5.3)	SF	20,630	\$2.30	\$47,449.00

Total Base Bid Schedule 100 \$ 700,673.05

Total Base Bid Schedule 100 in words -

Seven hundred thousand six hundred seventy three dollars and five cents (dollars)
(in words)

BASE BID SCHEDULE 200 – RUNWAY 17/35 RECONSTRUCTION (192.5') and STORM DRAIN

Bid Item	Description	U. M.	Bid Quantity	Unit Price	Total
201	Pulverize, in-place, and stockpile for re-use, existing Runway 17/35 Asphalt Concrete to meet P-208 Specifications (P-101-5.2)	SF	28,875	\$ 1.40	\$40,425.00
202	Grind 0.21 x 7-foot shoulder (P-101-5.4)	SF	2,695	\$4.37	\$11,777.15
203	Overexcavation and Recomposition P-152 95% (P-152-4.1)	CYd	1,200	\$ 29.47	\$ 35,364.00
204	Haul and Stockpile Excess or Unsuitable Runway Excavation (P-152-4.2)	CYd	1,740	\$16.20	\$ 28,188.00
205	Structural Section Subgrade Preparation (P-152-4.3)	SF	29,453	\$ 0.95	\$ 27,980.35
206	Provide 2- 24" HDPE Culvert (D-701-5.1)	LF	540	\$246.38	\$133,045.20
207	Provide 48 x 48" Precast inlet with H-20 grate (D-751-5.1)	EA	2	\$7,302.50	\$ 14,605.00
208	Provide CLSM Encasement (P-153-6.2)	LF	200	\$164.45	\$32,890.00
209	Provide Soil Backfill (P-152-4.3)	LF	540	\$ 60.09	\$32,448.60
210	Place 6" Aggregate Base Course P-208 (P-208-5.2)	SF	29,453	\$ 1.22	\$ 35,932.66
211	Construct 5" Cement Treated Base (P-304-8.1)	SF	29,453	\$ 2.74	\$ 80,701.22
212	Provide 6-mil vinyl Bond Breaker (P-501-8.4)	SF	28,875	\$0.16	\$4,620.00
213	Provide Non-reinforced Portland Cement Concrete Pavement (t=17.5")(w=150')(P-501-8.1)	SF	28,875	\$22.17	\$ 640,158.75
214	PCCP Edge CLSM Backfill (P-153-6.1)	LF	385	\$55.75	\$ 21,463.75
215	Provide Hot-Mix Asphalt P-403 Base Course - 0.21' (P-403-8.1)	SF	2,695	\$ 13.09	\$ 35,277.55
216	Provide Hot-Mix Asphalt P-403 Base Course – t= variable(P-403-8.3)	SF	4,200	\$ 12.64	\$ 53,088.00
217	Provide Hot-Mix Asphalt P-403 Base Course - .29' (P-403-8.4)	SF	1,500	\$ 12.48	\$ 18,720.00
218	Provide Hot-Mix Asphalt P-403 Base Course - 0.17' (P-403-8.2)	SF	800	\$ 12.45	\$ 9,960.00
219	Provide 0.12 gal/SY SS1-h asphaltic emulsion seal coat (P-623-8.1)	SF	3,080	\$ 0.92	\$ 2,833.60
220	Haul and Stockpile Excess Storm drain Excavation (P-152-4.2)	CYd	720	\$26.05	\$ 18,756.00
221	Connect to existing storm drain (D-751-5.2)	LS	1	\$6,038.00	\$ 6,038.00

Total Base Bid Schedule 200 \$ 1,284,272.83

Total Base Bid Schedule 200 in words -

One million two hundred eighty four thousand two hundred seventy two dollars and eighty three cents (dollars)
(in words)

BASE BID SCHEDULE 300 – RUNWAY 03 BLAST PAD and STORM DRAIN

Bid Item	Description	U. M.	Bid Quantity	Unit Price	Total
301	Remove and Dispose of Existing approach lighting system and arresting cable system (P-101-5.5)	TN	150	\$205.00	\$30,750.00
302	Pulverize, in-place, and stockpile for re-use, existing Runway 3/21 Blast Pad Asphalt Concrete to meet P-208 Specifications (P-101-5.2)	SF	74,500	\$ 0.77	\$57,365.00
303	Pulverize existing Runway 3/21 blast pad Extension Asphalt Concrete (P-101-5.1)	SF	85,250	\$0.80	\$68,200.00
304	Provide 48x48" Precast inlet with H-20 grate (D-701-5.1)	EA	6	\$15,180.00	\$91,080.00
305	Connect to existing storm drain (D-751-5.2)	LS	1	\$6,038.00	\$6,038.00
306	Provide 2 - 24-inch HDPE (D-701-5.1)	LF	1,260	\$249.27	\$314,080.20
307	Provide CLSM Backfill [3-21] (P-153-6.2)	LF	400	\$ 182.53	\$ 73,012.00
308	Provide soil Backfill 95% (P-152-4.3) [321]	LF	1,260	\$66.08	\$83,260.80
309	Excavation and Re-compaction (P-152-4.1)	CYd	917	\$ 40.65	\$ 37,276.05
310	Structural Section Subgrade Preparation (P-152-4.8)	SF	75,000	\$1.00	\$75,000.00
311	Structural Section Subgrade Preparation (P-152-4.8)	SF	2,400	\$3.24	\$7,776.00
312	Grade and compact pulverized pavement (P-152-4.7)	SF	85,250	\$0.81	\$ 69,052.50
313	Place P-208 .33' Aggregate base Course (P-208-5.1)	SF	74,500	\$0.92	\$68,540.00
314	Place Additional Owner Furnished P-208 .33' Aggregate base Course (P-208-5.3)	CYd	400	\$47.52	\$ 19,008.00
315	Provide Hot-Mix Asphalt P-403 Base Course - 0.29' (P-403-8.1)	SF	75,000	\$4.56	\$342,000.00
316	Provide Hot-Mix Asphalt P-403 Base Course - 0.17' (P-403-8.3)	SF	2,400	\$7.81	\$ 18,744.00
317	Provide Pavement Markings with Beads, 2-coats (P-620-5.2)	SF	5,100	\$4.03	\$ 20,553.00
318	Provide Pavement Markings without Beads, 2-coats (P-620-5.1)	SF	1,406	\$ 3.45	\$ 4,850.70
319	Provide Hot-Mix Asphalt P-403 Base Course - .29' (P-403-8.3)	SF	500	\$ 4.82	\$ 2,410.00
320	Excavate Drainage Basin (P-152-4.5)	CYd	2,222	\$ 28.58	\$ 63,504.76

Total Base Bid Schedule 300 \$ 1,452,501.01

Total Base Bid Schedule 300 in words -

One million four hundred fifty two thousand five hundred one dollar and one cent (dollars)
(in words)

BASE BID SCHEDULE 400 – TAXILANE RECONSTRUCTION

Bid Item	Description	U. M.	Bid Quantity	Unit Price	Total
401	Bonds and Insurance (C-105-10.2)	LS	1	\$8,458.00	\$ 8,458.00
402	Remove, haul and stockpile existing PCC pavement to P-219 Specifications (P-301.4.1)	SF	34,788	\$2.54	\$ 88,361.52
403	Overexcavation and Recomposition P-152 95% (P-152-4.1)[taxilane]	CYd	1,400	\$35.17	\$49,238.00
404	Remove, Haul and Stockpile Excess or Unsuitable Excavation (P-152-4.2)[taxilane]	CYd	700	\$ 59.44	\$ 41,608.00
405	Structural Section Subgrade Preparation (P-152-4.8) 1735 [taxilane]	SF	33,185	\$ 1.00	\$ 33,185.00
406	Provide Geotextile (P-152-4.9) [taxilane]	SF	37,340	\$0.28	\$ 10,455.20
407	Place 6" Aggregate Base Course P-208 (P-208-5.1) [taxilane]	SF	37,340	\$ 1.24	\$46,301.60
408	Provide Non-reinforced Portland Cement Concrete Pavement (t=1')(P-501-8.2)[taxilane]	SF	33,188	\$16.27	\$539,968.76
409	Provide Reinforced Portland Cement Concrete Pavement (t=1')(P-501-8.3)[taxilane]	SF	1,600	\$37.37	\$ 59,792.00
410	Provide Thickened Edge Section (P-501-8.6)	LF	450	\$24.19	\$ 10,885.50
411	Provide Isolation Joint (P-501-8.5)	LF	225	\$ 35.03	\$ 7,881.75
412	Provide Pavement Markings With Beads, 2-coats (P-620-5.3)	SF	2,000	\$4.03	\$ 8,060.00
413	Provide Pavement Markings Without Beads, 2-coats (P-620-5.2)	SF	2,000	\$ 3.45	\$6,900.00

Total Base Bid Schedule 400 \$ 911,095.33

Total Base Bid Schedule 400 in words -

Nine hundred eleven thousand ninety five dollars and thirty three cents (dollars)
(in words)

BID ADDITIVE ALTERNATE SCHEDULE 4000 – TAXILANE WEST RECONSTRUCTION

Bid Item	Description	U. M.	Bid Quantity	Unit Price	Total
4001	Bonds and Insurance (C-105-10.2)	LS	1	2,515.00	\$ 2,515.00
4002	Remove and stockpile existing PCC pavement to P-219 Specifications (P-301.4.1)	SF	4,315	\$8.00	\$ 34,520.00
4003	Overexcavation and Recompectation P-152 95% (P-152-4.1)	CYd	160	\$ 53.89	\$ 8,622.40
4004	Haul and Stockpile Excess or Unsuitable Excavation (P-152-4.2)	CYd	160	\$ 30.55	\$ 4,888.00
4005	Structural Section Subgrade Preparation (P-152-4.8)	SF	4,313	\$ 1.54	\$ 6,642.02
4006	Provide Geotextile (P-152-4.9)	SF	4,313	\$ 0.41	\$ 1,768.33
4007	Place 6" Aggregate Base Course P-208 (P-208-5.1)	SF	4,313	\$ 3.55	\$ 15,311.15
4008	Provide Non-reinforced Portland Cement Concrete Pavement (t=1') (P-501-8.1)	SF	4,313	\$26.55	\$ 114,510.15

Total Bid Additive Alternate Schedule 4000 \$ 188,777.05

Total Bid Additive Alternate Schedule 4000 in words -

One hundred eighty eight thousand seven hundred seventy seven dollars and five cents (dollars)
(in words)

BID ADDITIVE ALTERNATE SCHEDULE 2000 – CONCRETE CRUSHING

Bid Item	Description	U. M.	Bid Quantity	Unit Price	Total
2001	Bonds and Insurance (C-105-10.2)	LS	1	4,455.00	\$ 4,455.00
2002	Consolidate Existing Material Stockpiles (G-301-4.3)	Allow	1	\$ 50,000	\$50,000
2003	Crush Stockpiled PCC to P-304 Specifications (P-301-4.1)	TN	6,933	\$ 25.00	\$ 173,325.00
2004	Crush Stockpiled AC to P-208 Specifications (P-301-4.3)	TN	5,150	\$ 23.00	\$ 118,450.00
2005	Additional Crushing (G-301-4.4)	Allow	1	\$ 50,000	\$50,000

Total Bid Additive Alternate Schedule 2000 \$ 396,230.00

Total Bid Additive Alternate Schedule 2000 in words –

Three hundred ninety six thousand two hundred thirty dollars and zero cents (dollars)
(in words)

BIDDER'S TOTAL BID

Total Base Bid Schedule 100	\$ <u>700,673.05</u>
Total Base Bid Schedule 200	\$ <u>1,284,272.83</u>
Total Base Bid Schedule 300	\$ <u>1,452,501.01</u>
Total Base Bid Schedule 400	\$ <u>911,095.33</u>
Total Base Bid (100, 200, 300, 400)	\$ <u>4,348,542.22</u>
Total Bid Alternate Schedule 4000	\$ <u>188,777.05</u>
Total Bid Alternate Schedule 2000	\$ <u>396,230.00</u>

*******AUTHORITY SECRETARY WILL BE READING THIS TOTAL BID*******

GRAND TOTAL BID (Schedules 100 + 200 + 300 + 400 + Bid Alternate 4000 + Bid Alternate 2000)

\$ 4,933,549.27
(in numbers)

GRAND TOTAL BID Four million nine hundred thirty three thousand five hundred forty nine
dollars and twenty seven cents _____ DOLLARS
(in words)

Bidder: Pave-Tech Inc.

By: Rudy C. Zavalani/President

Address: 3043 Harding Street, Carlsbad, CA 92008

Phone: (760) 637-5080 Fax: (760) 637-5082

Email Address: mainoffice@pave-tech.com

Rudy C. Zavalani 08/14/2024
Signature of authorized Principal/Officer/Representative of Bidder Date

EXHIBIT “C”

DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS

FEDERAL WAGE DECISIONS

SEE ATTACHMENT

DBE CONTRACT PROVISIONS :

EXHIBIT "C"

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Southern California Logistics Airport Authority (SCLAA) has adopted a Disadvantaged Business Enterprise (DBE) Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs."

- This DOT-assisted project is subject to these stipulated regulations and SCLAA's DBE program, which are hereby incorporated in their entirety by this reference

Contractor must complete and submit all required DBE documentation to effectively capture all DBE utilization on SCLAA's DOT-assisted contracts whether achieved race neutrally or race consciously. No changes to Contractor's DBE Commitment shall be made until proper protocols for review and approval of SCLAA are rendered in writing.

I. Contractor's Required Clauses

Contractor shall ensure that the following clauses are placed verbatim in every Subcontract agreement, broker, dealer, vendor, supplier or Purchase Order (PO) or other source agreements issued to both DBE and non-DBE firms. This clause applies to both DBE and non-DBE subcontractors:

A. Non-Discrimination Clause

The Contractor 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 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 SCLAA deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

B. Prompt Payment Clause

The Prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the Contractor receives from the SCLAA. The Contractor

agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the SCLAA. This clause applies to both DBE and non-DBE subcontractors.

- C. Any violation of the Prompt Payment Clause provision listed above shall subject the violating contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. Failure to comply with the Prompt Payment Clause provision without prior approval from SCLAA will constitute noncompliance, which may result in the application of appropriate administrative sanctions, including, but not limited to, a penalty of two percent (2%) of the invoice amount due per month, for every month that full payment is not made.
- D. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the Contractor or subcontractor to a subcontractor, the Contractor or subcontractor may withhold no more than 150 percent of the disputed amount.
- E. The sanctions authorized under this section shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This provision applies to both DBE and non-DBE contractors and subcontractors.

II. DBE Goal and Contractor DBE Commitment

SCLAA establishes contract-specific DBE goals to meet any portion of SCLAA's Overall DBE Goal that SCLAA does not project being able to meet using race-neutral means. SCLAA establishes contract-specific goals only on those DOT-assisted contracts that have subcontracting opportunities.

SCLAA may establish a DBE contract goal that is higher or lower than its overall goal, depending on such factors as the type of work involved, the location of the work, and the availability of DBEs for the work of the particular contract.

SCLAA established a 14% DBE contract-specific goal on this project and the Contractor has committed to 11.50% DBE participation. The Contractor is required to demonstrate DBE responsiveness towards meeting the 14% DBE contract-specific goal on this project as well as their DBE commitment.

Contractor agrees to ensure that any DBE subcontractor listed on the "DBE Participation Commitment Form" will perform work and/or supply materials in accordance with original commitments, unless otherwise directed and/or approved by SCLAA prior to Contractor effectuating any changes to its DBE participation commitment(s).

The Contractor must demonstrate responsiveness to meeting the DBE goal throughout the life of the project. The Contractor's DBE commitment shall be evaluated by dividing

the value of DBE commitments (executed subcontracts or purchase orders) by the Contractor's total contract value. DBE utilization or DBE attainment will be evaluated by dividing the dollars paid to DBE firms by the Contractor's current contract value. The Contractor must notify SCLAA in a timely manner and in writing, of changes to planned DBE participation or problems anticipated in attaining the DBE goal. In accordance with SCLAA's DBE Program, the Contractor must include satisfactory evidence good faith efforts were undertaken and must specify additional good faith efforts planned to remedy any shortfall towards meeting the project DBE goal.

If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the total contract value, inclusive of all change orders. This is true regardless of whether SCLAA or the Contractor initiates the change order.



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Wage
Determination

Overview

Document

History

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WAGE DETERMINATIONS

Davis-Bacon Act WD # CA20240026

Wage Determination

Modification #

7

Construction

Building, Heavy, Highway

Last Revised Date

Jul 12, 2024

States and Counties

State
California

Counties
San Bernardino

Document

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"General Decision Number: CA20240026 07/

Superseded General Decision Number: CA20230026

State: California

Construction Types: Building, Heavy (Heavy and Dre Highway

County: San Bernardino County in California.

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

Note: Contracts subject to the Davis-Bacon Act are required to pay at least the applicable minimum wa required under Executive Order 14026 or Executive Please note that these Executive Orders apply to c contracts entered into by the federal government t subject to the Davis-Bacon Act itself, but do not contracts subject only to the Davis-Bacon Related including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered	. Executive Order
into on or after January 30,	generally applie
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor m
option is exercised) on or	all covered work

after January 30, 2022:		least \$17.20 per
		the applicable w
		listed on this w
		determination, i
		higher) for all
		spent performing
		contract in 2024
_____	_____	
If the contract was awarded on		. Executive Order
or between January 1, 2015 and		generally applie
January 29, 2022, and the		contract.
contract is not renewed or		. The contractor m
extended on or after January		covered workers
30, 2022:		\$12.90 per hour
		applicable wage
		on this wage det
		if it is higher)
		hours spent perf
		that contract in
_____	_____	

The applicable Executive Order minimum wage rate w adjusted annually. If this contract is covered by Executive Orders and a classification considered n performance of work on the contract does not appea wage determination, the contractor must still subm conformance request.

Additional information on contractor requirements protections under the Executive Orders is availabl <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	02/09/2024
3	02/23/2024
4	05/24/2024
5	06/28/2024

607/05/2024

707/12/2024

ASBE0005-002 09/01/2023

Rates

F

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
protective coverings,
coatings, and finishes to all
types of mechanical systems).....\$ 49.58
Fire Stop Technician
(Application of Firestopping
Materials for wall openings
and penetrations in walls,
floors, ceilings and curtain
walls).....\$ 36.97

ASBE0005-004 07/04/2022

Rates

F

Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)....\$ 23.52

BOIL0092-003 01/01/2024

Rates

F

BOILERMAKER.....\$ 51.98

* BRCA0004-011 05/01/2024

Rates F

BRICKLAYER; MARBLE SETTER.....\$ 45.53

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

BRCA0018-004 06/01/2023

Rates F

MARBLE FINISHER.....\$ 40.21
TILE FINISHER.....\$ 34.78
TILE LAYER.....\$ 48.29

BRCA0018-010 09/01/2023

Rates F

TERRAZZO FINISHER.....\$ 39.95
TERRAZZO WORKER/SETTER.....\$ 47.85

CARP0213-001 07/01/2021

Rates F

CARPENTER
 (1) Carpenter, Cabinet
 Installer, Insulation
 Installer, Hardwood Floor
 Worker and acoustical
 installer.....\$ 51.60
 (2) Millwright.....\$ 52.10

(3) Piledrivermen/Derrick
Bargeman, Bridge or Dock
Carpenter, Heavy Framer,
Rock Bargeman or Scowman,
Rockslinger, Shingler
(Commercial).....\$ 51.73
(4) Pneumatic Nailer,
Power Stapler.....\$ 51.85
(5) Sawfiler.....\$ 51.69
(6) Scaffold Builder.....\$ 42.80
(7) Table Power Saw
Operator.....\$ 51.70

FOOTNOTE: Work of forming in the construction of
sewers or storm drains, on operations in which h
lagging is used in conjunction with steel H-Beam
placed in pre- drilled holes, for that portion o
trench against which concrete is poured, namely,
substitute for back forms (which work is perform
piledrivers): \$0.13 per hour additional.

CARP0213-002 07/01/2021

Rates F

Diver

(1) Wet.....\$ 834.40
(2) Standby.....\$ 445.84
(3) Tender.....\$ 437.84
(4) Assistant Tender.....\$ 413.84

Amounts in "'Rates' column are per day

CARP0213-004 07/01/2021

Rates F

Drywall

DRYWALL INSTALLER/LATHER....\$ 51.60

STOCKER/SCRAPPER.....\$ 22.16

 CARP0721-001 07/01/2021

Rates F

Modular Furniture Installer.....\$ 21.85

 ELEC0440-004 12/27/2021

COMMUNICATIONS AND SYSTEMS WORK

Rates F

Communications System

Installer.....\$ 39.60 3

Technician.....\$ 33.09

SCOPE OF WORK:

Installation, testing, service and maintenance of
 utilizing the transmission and/or transference of
 sound, vision and digital for commercial, educational
 security and entertainment purposes for the following:
 monitoring and surveillance, background-foreground
 intercom and telephone interconnect, inventory control
 systems, microwave transmission, multi-media, multi-
 nurse call systems, radio page, school intercom
 burglar alarms, fire alarms, and low voltage mass
 systems in commercial buildings. Communication
 that transmit or receive information and/or control
 that are intrinsic to the above listed systems;
 or exclusion of terminations and testings of components
 determined by their function; excluding all other
 systems or multiple systems which include control
 or power supply; excluding installation of raceway
 conduit systems, line voltage work, and energy management
 systems. Does not cover work performed at China
 Ordnance Test Station.

ELEC0477-002 06/01/2021

	Rates	F
Electricians:.....	\$ 45.75	3

CABLE SPLICER: \$1.50 per hour above Electrician r
TUNNEL WORK: 10% above Electrician rate.

ZONE PAY:
Zone A - 80 road miles from Post Office, 455 Ora
Lane, San Bernardino, will be a free zone for al
contractors
Zone B - Any work performed outside Zone A's 80
shall add \$12.00 per hour to the current wage sc

ELEC1245-001 06/01/2024

	Rates	F
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 70.16	
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 53.30	
(3) Groundman.....	\$ 40.76	
(4) Powderman.....	\$ 51.87	

HOLIDAYS: New Year's Day, M.L. King Day, Memoria
Independence Day, Labor Day, Veterans Day, Thank
and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2024

	Rates	F
ELEVATOR MECHANIC.....	\$ 66.63	37.

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of re rate as vacation pay credit for employees with m years of service, and 6% for 6 months to 5 years
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Day, Labor Day, Veterans' Day, Thanksgiving Day, after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2023

	Rates	F
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 64.10	
(2) Dredge dozer.....	\$ 58.13	
(3) Deckmate.....	\$ 58.02	
(4) Winch operator (stern winch on dredge).....	\$ 57.47	
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	
(6) Barge Mate.....	\$ 57.54	

ENGI0012-024 07/01/2023

	Rates	F
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 53.90	
GROUP 2.....	\$ 54.68	
GROUP 3.....	\$ 54.97	

GROUP 4.....	\$ 56.46
GROUP 6.....	\$ 56.68
GROUP 8.....	\$ 56.79
GROUP 10.....	\$ 56.91
GROUP 12.....	\$ 57.08
GROUP 13.....	\$ 57.18
GROUP 14.....	\$ 57.21
GROUP 15.....	\$ 57.29
GROUP 16.....	\$ 57.41
GROUP 17.....	\$ 57.58
GROUP 18.....	\$ 57.68
GROUP 19.....	\$ 57.79
GROUP 20.....	\$ 57.91
GROUP 21.....	\$ 58.08
GROUP 22.....	\$ 58.18
GROUP 23.....	\$ 58.29
GROUP 24.....	\$ 58.41
GROUP 25.....	\$ 58.58

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 55.25
GROUP 2.....	\$ 56.03
GROUP 3.....	\$ 56.32
GROUP 4.....	\$ 56.46
GROUP 5.....	\$ 56.68
GROUP 6.....	\$ 56.79
GROUP 7.....	\$ 56.91
GROUP 8.....	\$ 57.08
GROUP 9.....	\$ 57.25
GROUP 10.....	\$ 58.25
GROUP 11.....	\$ 59.25
GROUP 12.....	\$ 60.25
GROUP 13.....	\$ 61.25

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 55.75
GROUP 2.....	\$ 56.53
GROUP 3.....	\$ 56.82
GROUP 4.....	\$ 56.96

GROUP 5.....	\$ 57.18
GROUP 6.....	\$ 57.29
GROUP 7.....	\$ 57.41

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equip work on the following Military Bases: China Lake Reserve, Vandenberg AFB, Point Arguello, Seely N Fort Irwin, Nebo Annex Marine Base, Marine Corp Base Yermo, Edwards AFB, 29 Palms Marine Base and Pendleton

Workers required to suit up and work in a hazard environment: \$2.00 per hour additional. Combina and compressor operator on gunite work shall be as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Asphalt-rubber plant operator (nurse ta operator);Coil Tubing Rig Operator, Concrete mix operator-skip type; Conveyor operator; Fireman; operator (includes loed, lull or similar types o Hydrostatic pump operator; oiler crusher (asphalt concrete plant); Petromat laydown machine; PJU s jack; Screening and conveyor machine operator (o types); Skiploader (wheel type up to 3/4 yd. with attachment); Tar pot fireman; Temporary heating operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat o

type (Skid steer); Equipment greaser (rack); For (with dragtype attachments); Helicopter radioman Stationary pipe wrapping and cleaning machine op

GROUP 4: Asphalt plant fireman; Backhoe operator similar type); Boring machine operator; Boxman o (asphalt or concrete); Chip spreading machine op Concrete cleaning decontamination machine operat Concrete Pump Operator (small portable); Direct P Operator (Geoprobe or similar types) Drilling ma operator, small auger types (Texoma super econom similar types - Hughes 100 or 200 or similar typ drilling depth of 30' maximum); Equipment grease truck); Guard rail post driver operator; Highlin signalman; Hydra-hammer-aero stomper; Micro Tunn (above ground tunnel); Power concrete curing mac operator; Power concrete saw operator; Power-dri form setter operator; Power sweeper operator; Ro Saw/Trencher; Roller operator (compacting); Scre (asphalt or concrete); Trenching machine operato ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt p engineer; Batch plant operator; Bit sharpener; C joint machine operator (canal and similar type); planer operator; Dandy digger; Deck engine opera Derrickman (oilfield type); Drilling machine ope bucket or auger types (Calweld 100 bucket or sim - Watson 1000 auger or similar types - Texoma 33 600 auger or similar types - drilling depth of 4 maximum); Drilling machine operator; Hydrographi machine operator (straw, pulp or seed), Jackson maintainer, or similar type; Kalamazoo Switch ta similar type; Machine tool operator; Maginnis in slab vibrator, Mechanical berm, curb or gutter(c asphalt); Mechanical finisher operator (concrete Clary-Johnson-Bidwell or similar); Micro tunnel (below ground); Pavement breaker operator (truck Road oil mixing machine operator; Roller operato

or finish), rubber-tired earth moving equipment engine, up to and including 25 yds. struck); Sel tar pipelining machine operator; Skiploader oper (crawler and wheel type, over 3/4 yd. and up to including 1-1/2 yds.); Slip form pump operator (driven hydraulic lifting device for concrete for Tractor operator-bulldozer, tamper-scraper (sing up to 100 h.p. flywheel and similar types, up to including D-5 and similar types); Tugger hoist o drum); Ultra high pressure waterjet cutting tool operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator finishing); Asphalt paving machine operator (Bar or similar type); Asphalt-rubber distribution op Backhoe operator (up to and including 3/4 yd.), Case or similar types; Cable Bundling Machine Op (excluding handheld); Cable Trenching Machine Op (Spider Plow or similar types) Cast-in-place pip machine operator; Combination mixer and compress (gunite work); Compactor operator (self-propelle Concrete mixer operator (paving); Crushing plant Drill Doctor; Drilling machine operator, Bucket types (Calweld 150 bucket or similar types - Wat 2000 2500 auger or similar types - Texoma 700, 8 similar types - drilling depth of 60' maximum); grader operator; Grade checker; Gradall operator machine operator; Heavy-duty repairman; Heavy eq robotics operator; Kalamazoo balliste regulator type; Kolman belt loader and similar type; Le To compactor or similar type; Loader operator (Athe Sierra and similar types); Mobark Chipper or sim padder or similar types; P.C. slot saw; Pneumati placing machine operator (Hackley-Presswell or s type); Pumpcrete gun operator; RCM Cementing Uni Rail/Switch Grinder Operator (Harsco or similar Rock Drill or similar types; Rotary drill operat (excluding caisson type); Rubber-tired earth-mov equipment operator (single engine, caterpillar, Athey Wagon and similar types with any and all a

over 25 yds. up to and including 50 cu. yds. str Rubber-tired earth-moving equipment operator (mu engine up to and including 25 yds. struck); Rubb scraper operator (self-loading paddle wheel type Deere, 1040 and similar single unit); Self- prop and gutter machine operator; Shuttle buggy; Skip operator (crawler and wheel type over 1-1/2 yds. including 6-1/2 yds.); Soil remediation plant op Surface heaters and planer operator; Tractor com drill combination operator; Tractor operator (an larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push trac engine); Tractor operator (boom attachments), Tr pipe wrapping, cleaning and bending machine opera Trenching machine operator (over 6 ft. depth cap manufacturer's rating); trenching Machine with R attachment (over 6 ft depth capacity): Ultra hig waterjet cutting tool system mechanic; Water pul (compaction) operator

GROUP 10: Drilling machine operator, Bucket or a (Calweld 200 B bucket or similar types-Watson 30 auger or similar types-Texoma 900 auger or simil types-drilling depth of 105' maximum); Dual drum dynamic compactor LDC350 (or similar types); Mon locomotive operator (diesel, gas or electric); M patrol-blade operator (single engine); Multiple tractor operator (Euclid and similar type-except cat.); Rubber-tired earth-moving equipment opera engine, over 50 yds. struck); Pneumatic pipe ram and similar types; Prestressed wrapping machine Rubber-tired earth-moving equipment operator (si engine, over 50 yds. struck); Rubber tired earth equipment operator (multiple engine, Euclid, cat and similar over 25 yds. and up to 50 yds. struc crane repairman; Tractor loader operator (crawle type over 6-1/2 yds.); Woods mixer operator (and Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip f

Drilling machine operator, bucket or auger types
auger 200 CA or similar types - Watson, auger 60
similar types - Hughes Super Duty, auger 200 or
types - drilling depth of 175' maximum); Hoe ram
with compressor; Mass excavator operator less th
yards; Mechanical finishing machine operator; Mo
traveler operator; Motor patrol operator (multi-
Pipe mobile machine operator; Rubber-tired earth
equipment operator (multiple engine, Euclid, Cat
and similar type, over 50 cu. yds. struck); Rubb
self- loading scraper operator (paddle-wheel-aug
self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment op
operating equipment with push-pull system (singl
up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer op
Remote- control earth-moving equipment operator
a second piece of equipment: \$1.00 per hour addi
Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment op
operating equipment with push-pull system (singl
Caterpillar, Euclid, Athey Wagon and similar typ
and all attachments over 25 yds. and up to and i
yds. struck); Rubber-tired earth-moving equipmen
operating equipment with push-pull system (multi
engine-up to and including 25 yds. struck)

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

GROUP 17: Rubber-tired earth-moving equipment op
operating equipment with push-pull system (multi
Euclid, Caterpillar and similar, over 50 cu. yds

Tandem tractor operator (operating crawler type tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment 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: Rubber-tired concrete belt operator (or similar Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single Caterpillar, Euclid, Athey Wagon and similar types and all attachments over 25 yds. and up to and including 25 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

GROUP 20: Rubber-tired earth-moving equipment 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 and including 50 cu. yds. struck)

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

GROUP 22: Rubber-tired earth-moving equipment 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 23: Rubber-tired earth-moving equipment operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

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

GROUP 24: Rubber-tired earth-moving equipment op operating equipment with the tandem push-pull sy (single engine, over 50 yds. struck); Rubber-tir earth-moving equipment operator, operating equip the tandem push-pull system (multiple engine, Eu Caterpillar and similar, over 25 yds. and up to struck)

GROUP 25: Concrete pump operator-truck mounted; earth-moving equipment operator, operating equip the tandem push-pull system (multiple engine, Eu Caterpillar and similar type, over 50 cu. yds. s Spyder Excavator Operator, with all attachments

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIF

GROUP 1: Engineer oiler; Fork lift operator (inc lull or similar types)

GROUP 2: Truck crane oiler

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

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

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

GROUP 6: Bridge crane operator; Cretor crane ope operator (Chicago boom and similar type); Lift m

operator; Lift slab machine operator (Vagtborg a types); Material hoist and/or manlift operator; gantry crane operator; Self Climbing scaffold (o type); Shovel, backhoe, dragline, clamshell oper 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist

GROUP 7: Pedestal crane operator; Shovel, backho clamshell operator (over 5 cu. yds. mrc); Tower repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 capacity); Crawler transporter operator; Derrick operator (up to and including 25 ton capacity); operator, stiff legs, Guy derrick or similar typ and including 25 ton capacity); Shovel, backhoe, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to 50 tons mrc); Derrick barge operator (over 25 to and including 50 tons mrc); Highline cableway op Hoist operator, stiff legs, Guy derrick or simil (over 25 tons up to and including 50 tons mrc); operator; Polar crane operator; Self erecting to operator maximum lifting capacity ten tons

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

GROUP 11: Crane operator (over 100 tons and up t including 200 tons mrc); Derrick barge operator tons up to and including 200 tons mrc); Hoist op stiff legs, Guy derrick or similar type (over 10 to and including 200 tons mrc); Mobile tower cra (over 100 tons up to and including 200 tons mrc) crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 and including 300 tons mrc); Hoist operator, stiff leg derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick 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. with attachment)

GROUP 2: Power-driven jumbo form setter operator

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

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

GROUP 5: Backhoe operator (up to and including 3 tons); Small Ford, Case or similar; Drill doctor; Grout operator; Heading shield operator; Heavy-duty reloader operator (Athey, Euclid, Sierra and similar); Mucking machine operator (1/4 yd., rubber-tired, track type); Pneumatic concrete placing machine (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor drill combination operator; Tugger hoist operator; 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 portions of KERN, RIVERSIDE & SAN BERNARDINO County defined below:

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

corner of T9S, R9E, SBM. Continue S along the boundary of Imperial and San Diego Counties, along the western boundary of SBM to the south boundary of Imperial County/California line. Follow the California state line west to Arroyo line, then north to Nevada state line, then continue to start at the point which is the NW corner of Section T17N, R14E, SBM

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

That area within the following Boundary: Begin approximately 10 miles north of the community of Cholame, on the Monterey and San Luis Obispo County boundary at the NW corner of Section R16E, Mt. Diablo Meridian. Continue south along the western side of R16E to the SW corner of T30S, R16E, MDM. Continue to the SE 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 the Bernardino Meridian numbering area and becomes R30W, the west side of R30W, SBM to the SW corner of T9N, R24W, SBM. Continue E along the south edge of T9N, SBM to the intersection of the San Luis Obispo County and Ventura County boundary at that point which is the SW corner of Section 34, T9N, R24W, SBM, continue along the Ventura County line to that point which is the SE corner of Section 32, T7N, R24W, SBM. Continue along the south edge of T7N, SBM to the SE corner of T7N, SBM. Continue N along East side of R21W, SBM to the intersection of the San Luis Obispo County and Kern County boundary at the NE corner of T8N, R21W, SBM. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East side 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 thin strip between T12N and T32S MDM]. Continue North along the East side of R21W, SBM to the Kings County and Kern County border at the intersection of T25S, R21E, MDM, continue West along the Kings 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

County. Continue West along the Monterey County a Obispo County boundary to the beginning point at t of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counti Northern portion of SAN BERNARDINO County as defin

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RAT

IRON0433-006 01/01/2024

Rates F

IRONWORKER

Fence Erector.....\$ 42.53
Ornamental, Reinforcing
and Structural.....\$ 47.45

PREMIUM PAY:

\$9.00 additional per hour at the following locatio

China Lake Naval Test Station, Chocolate Mountains
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irw
Center-Goldstone, San Clemente Island, San Nichola
Susanville Federal Prison, 29 Palms - Marine Corps
Base - Barstow, U.S. Naval Air Facility - Sealey,
Army Defense Language Institute - Monterey, Fallon
Naval Post Graduate School - Monterey, Yermo Marin
Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station

LAB00300-005 08/01/2022

Rates F

Asbestos Removal Laborer.....\$ 39.23

SCOPE OF WORK: Includes site mobilization, init
cleanup, site preparation, removal of asbestos-c
material and toxic waste, encapsulation, enclosu
disposal of asbestos- containing materials and t
by hand or with equipment or machinery; scaffold
fabrication of temporary wooden barriers and ass
decontamination stations.

LAB00345-001 07/01/2022

Rates F

LABORER (GUNITE)	
GROUP 1.....	\$ 48.50
GROUP 2.....	\$ 47.55
GROUP 3.....	\$ 44.01

FOOTNOTE: GUNITE PREMIUM PAY: Workers working Bosn'n's Chair or suspended from a rope or cabl receive 40 cents per hour above the foregoing ap classification rates. Workers doing gunit and shotcrete work in a tunnel shall receive 35 cen above the foregoing applicable classification ra on a portal-to-portal basis. Any work performe above any smoke stack, silo, storage elevator or type of structure, when such structure is in ex 75'-0"" above base level and which work must be whole or in part more than 75'-0"" above base le work performed above the 75'-0"" level shall be 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

LAB00783-002 07/01/2022

	Rates	F
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	
GROUP 2.....	\$ 46.00	
GROUP 3.....	\$ 46.46	
GROUP 4.....	\$ 47.15	
LABORER		
GROUP 1.....	\$ 36.39	

GROUP 2.....	\$ 36.94
GROUP 3.....	\$ 37.49
GROUP 4.....	\$ 39.04
GROUP 5.....	\$ 39.39

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; C screeding for rough strike-off; Concrete, water Demolition laborer, the cleaning of brick if per worker performing any other phase of demolition the cleaning of lumber; Fire watcher, limber, br piler and debris handler; Flag person; Gas, oil water pipeline laborer; Laborer, asphalt-rubber loader; Laborer, general or construction; Labore clean-up; Laborer, landscaping; Laborer, jetting temporary water and air lines; Material hose ope (walls, slabs, floors and decks); Plugging, fill bolt holes; Dry packing of concrete; Railroad ma repair track person and road beds; Streetcar and construction track laborers; Rigging and signali Slip form raiser; Tar and mortar; Tool crib or t laborer; Traffic control by any method; Window c Wire mesh pulling - all concrete pouring operati

GROUP 2: Asphalt shoveler; Cement dumper (on 1 mixer and handling bulk cement); Cesspool digger installer; Chucktender; Chute handler, pouring c the handling of the chute from readymix trucks, walls, slabs, decks, floors, foundation, footing gutters and sidewalks; Concrete curer, imperviou and form oiler; Cutting torch operator (demoliti grader, highways and street paving, airport, run similar type heavy construction; Gas, oil and/or pipeline wrapper - pot tender and form person; G chaser; Headerboard person - asphalt; Laborer, p steel and pans; Membrane vapor barrier installer broom sweeper (small); Riprap stonepaver, placin wet sacked concrete; Roto scraper and tiller; Sa (pot tender); Septic tank digger and installer(1

scaler and cleaner; Tree climber, faller, chain operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson

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

GROUP 4: Asphalt raker, lute person, ironer, asphalt person, and asphalt spreader boxes (all types); core cutter (walls, floors or ceilings), grinder Concrete saw person, cutting walls or flat work, old or new concrete; Cribber, shorer, lagging, trench bracing, hand-guided lagging hammer; Head slinger; Laborer, asphalt- rubber distributor box Laser beam in connection with laborers' work; Over concrete vibrator operator, 70 lbs. and over; Person performing all services in the laying and installing pipe from the point of receiving pipe in the ditch completion of operation, including any and all flexible tubular material, whether pipe, metallic or non-conduit and any other stationary type of tubular used for the conveying of any substance or element

water, sewage, solid gas, air, or other product and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and fittings of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blasting

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

TUNNEL LABORER CLASSIFICATIONS

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

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

GROUP 3: Blaster, driller, powder person; Chemical person; Cherry picker person; Grout gun person; Grout pump person; Jackleg miner; Jumbo operator and other pneumatic concrete placer operator (hand or machine); Nozzle person; Operating troweling and/or grouting machines; Powder person (house); Primer person; Sandblaster; Shotcrete person; Form raiser and setter; Timber person, retimbering wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and r

LAB00783-005 07/01/2022

	Rates	F
Brick Tender.....	\$ 37.32	

LAB01184-001 07/01/2022

	Rates	F
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	
(2) Vehicle Operator/Hauler.	\$ 40.86	
(3) Horizontal Directional Drill Operator.....	\$ 42.71	
(4) Electronic Tracking Locator.....	\$ 44.71	
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 41.90	
GROUP 2.....	\$ 43.20	
GROUP 3.....	\$ 45.21	
GROUP 4.....	\$ 46.95	

LABORERS - STRIPING CLASSIFICATIONS

- GROUP 1: Protective coating, pavement sealing, i repair and filling of cracks by any method on an in parking lots, game courts and playgrounds; ca operation of all related machinery and equipment repair technician
- GROUP 2: Traffic surface abrasive blaster; pot t removal of all traffic lines and markings by any (sandblasting, waterblasting, grinding, etc.) an preparation of surface for coatings. Traffic co person: controlling and directing traffic throug conventional and moving lane closures; operation related machinery and equipment

GROUP 3: Traffic delineating device applicator: application of pavement markers, delineating sig and traffic bars, adhesives, guide markers, othe delineating devices including traffic control. T category includes all traffic related surface pr (sandblasting, waterblasting, grinding) as part application process. Traffic protective delineat installer: removes, relocates, installs, permane affixed roadside and parking delineation barrica fencing, cable anchor, guard rail, reference sig monument markers; operation of all related machi equipment; power broom sweeper

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

LAB01414-003 08/03/2022

Rates F

LABORER

PLASTER CLEAN-UP LABORER....\$ 38.92

PLASTER TENDER.....\$ 41.47

Work on a swing stage scaffold: \$1.00 per hour add

Work at Military Bases - \$3.00 additional per hou
Coronado Naval Amphibious Base, Fort Irwin, Mari
Station-29 Palms, Imperial Beach Naval Air Stati
Corps Logistics Supply Base, Marine Corps Pickle
Mountain Warfare Training Center, Naval Air
Facility-Seeley, North Island Naval Air Station,
AFB.

PAIN0036-001 07/01/2023

Rates F

Painters: (Including Lead
Abatement)

(1) Repaint (excludes San
Diego County).....\$ 29.59
(2) All Other Work.....\$ 38.52

REPAINT of any previously painted structure. Ex
work involving the aerospace industry, breweries
commercial recreational facilities, hotels which
commercial establishments as part of hotel servi
sports facilities.

PAIN0036-008 09/01/2022

Rates F

DRYWALL FINISHER/TAPER.....\$ 46.28

PAIN0036-015 01/01/2020

Rates F

GLAZIER.....\$ 43.45

FOOTNOTE: Additional \$1.25 per hour for work in
from the third (3rd) floor and up Additional \$1
hour for work on the outside of the building fr
stage or any suspended contrivance, from the gro

PAIN1247-002 01/01/2024

Rates F

SOFT FLOOR LAYER.....\$ 43.20

PLAS0200-008 08/03/2022

Rates F

PLASTERER.....\$ 47.37

FORT IRWIN; MARINE CORPS AIR STATION 29 PALMS, A
CORPS LOGISTICS SUPPLY BASE: \$3.00 additional p

PLAS0500-002 07/01/2023

Rates F

CEMENT MASON/CONCRETE FINISHER...\$ 44.00

PLUM0016-002 09/01/2023

Rates F

PLUMBER, PIPEFITTER,
STEAMFITTER

Work at Edwards AFB.....\$ 64.18

Work at Fort Irwin Army

Base.....\$ 67.68

Work at Marine Corps

Logistic Base at Nebo,

Marine Corps Logistic Base

at Yermo and Twenty-Nine

Palms Marine Base.....\$ 64.18

Work ONLY on new additions

and remodeling of bars,

restaurants, stores and

commercial buildings, not

to exceed 5,000 sq. ft. of

floor space.....\$ 53.51

Work ONLY on strip malls,

light commercial, tenant

improvement and remodel

work.....\$ 42.49

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.....\$ 55.18

PLUM0345-001 09/01/2023

Rates F

PLUMBER

Landscape/Irrigation Fitter.\$ 40.20
Sewer & Storm Drain Work....\$ 44.29

ROOF0036-002 08/13/2023

Rates F

ROOFER.....\$ 46.02

FOOTNOTE: Pitch premium: Work on which employees
to pitch fumes or required to handle pitch, pitc
pitch impregnated products, or any material cont
tar pitch, the entire roofing crew shall receive
hour ""pitch premium"" pay.

SFCA0669-009 01/01/2024

Does not include the northern part of the City of
Cities of Montclair and Ontario

Rates F

SPRINKLER FITTER.....\$ 45.31

SFCA0709-004 09/01/2023

THE NORTHERN PART OF THE CITY OF CHINO, AND THE CI
MONTCLAIR AND ONTARIO:

Rates F

SPRINKLER FITTER (Fire).....\$ 54.29

* SHEE0105-003 07/01/2024

LOS ANGELES (South of a straight line drawn betwee
Big Pines)and Catalina Island, INYO, KERN (Northea
of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERN

Rates F

SHEET METAL WORKER

(1) Commercial - New
Construction and Remodel
work.....\$ 59.40

(2) Industrial work
including air pollution
control systems, noise
abatement, hand rails,
guard rails, excluding
aritechtrual sheet metal
work, excluding A-C,
heating, ventilating
systems for human comfort...\$ 56.95

TEAM0011-002 07/01/2023

Rates F

TRUCK DRIVER

GROUP 1.....	\$ 38.19
GROUP 2.....	\$ 38.34
GROUP 3.....	\$ 38.47
GROUP 4.....	\$ 38.66
GROUP 5.....	\$ 38.69
GROUP 6.....	\$ 38.72
GROUP 7.....	\$ 38.97
GROUP 8.....	\$ 39.22
GROUP 9.....	\$ 39.42
GROUP 10.....	\$ 39.72
GROUP 11.....	\$ 40.22
GROUP 12.....	\$ 40.65

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, El Centro Naval Facility, Fort Irwin, Marine Cor Logistics Base at Nebo & Yermo, Mountain Warfare Center, Bridgeport, Point Arguello, Point Conc Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of veh axles; Traffic control pilot car excluding movin equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of veh axles; Boot person; Cement mason distribution tr truck driver; Water truck - 2 axle; Dump truck, 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yd truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck gre person (\$0.50 additional for tire person); Pipel utility working truck driver, including winch tr plastic fusion, limited to pipeline and utility Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dump 6-1/2 yds. water level and over; Vehicle or comb vehicles - 4 or more axles; Oil spreader truck; 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Fork Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water le repair person; Water pull - single engine; Welde

GROUP 9: Truck repair person/welder; Low bed dri or over

GROUP 10: Dump truck - 50 yds. or more water lev pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - with attachments; Winch truck driver - \$1.25 add when operating winch or similar special attachme

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft perfor operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Pai for Federal Contractors applies to all contracts s Davis-Bacon Act for which the contract is awarded solicitation was issued) on or after January 1, 20

contract is covered by the EO, the contractor must employees with 1 hour of paid sick leave for every they work, up to 56 hours of paid sick leave each Employees must be permitted to use paid sick leave own illness, injury or other health-related needs, preventive care; to assist a family member (or per like family to the employee) who is ill, injured, health-related needs, including preventive care; o resulting from, or to assist a family member (or p like family to the employee) who is a victim of, d violence, sexual assault, or stalking. Additional on contractor requirements and worker protections is available at <https://www.dol.gov/agencies/whd/government-contra>

Unlisted classifications needed for work not inclu the scope of the classifications listed may be add award only as provided in the labor standards cont (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the clas and wage rates that have been found to be prevaili cited type(s) of construction in the area covered determination. The classifications are listed in a order of ""identifiers"" that indicate whether the rate is a union rate (current union negotiated rat a survey rate (weighted average rate) or a union a (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifi in dotted lines beginning with characters other th ""UAVG"" denotes that the union classification and prevailing for that classification in the survey. PLUM0198-005 07/01/2014. PLUM is an abbreviation i

the union which prevailed in the survey for this classification, which in this example would be Plu indicates the local union number or district council where applicable, i.e., Plumbers Local 0198. The n005 in the example, is an internal number used in the wage determination. 07/01/2014 is the effective most current negotiated rate, which in this example is 2014.

Union prevailing wage rates are updated to reflect changes in the collective bargaining agreement (CBA) for this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier where no one rate prevailed for this classification in the survey, the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for this classification. As this weighted average rate includes both union and non-union rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. The rates are survey rates based on a weighted average calculation of rates and are not majority rates. Louisiana. 2012 is the year of survey for these classifications and rates are based. The next example, is an internal number used in the wage determination. 5/13/2014 indicates the survey date for the classifications and rates under that

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 where that no single majority rate prevailed for those classifications; however, 100% of the data reported for these classifications was union data. EXAMPLE: UAVG-OH-008/29/2014. UAVG indicates that the rate is a weighted

average rate. OH indicates the state. The next number in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completed for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate the prevailing wage rate set by a state (or local) was adopted under 29 C.F.R. 1.3(g)-(h). Example: SA 01/03/2024. SA reflects that the rates are state adopted and refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCEDURE

1.) Has there been an initial decision in the matter to be appealed?

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a wage determination matter
- * a conformance (additional classification and rate)

On survey related matters, initial contact, including for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the survey process.

the Davis-Bacon survey program. If the response from initial contact is not satisfactory, then the process in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the process described here, initial contact should be made 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, the interested party (those affected by the action) can request a 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 including payment data, project description, area practice manual, etc.) that the requestor considers relevant to the request.

3.) If the decision of the Administrator is not favorable, the 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.

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END OF GENERAL DECISION"

History

- ➔ Jul 12, 2024
CA20240026 - Modification 7
- Jul 12, 2024
CA20240026 - Modification 6
- Jul 05, 2024
CA20240026 - Modification 5
- Jun 28, 2024
CA20240026 - Modification 4
- May 24, 2024
CA20240026 - Modification 3
- Feb 23, 2024
CA20240026 - Modification 2
- Feb 09, 2024
CA20240026 - Modification 1
- Jan 12, 2024
CA20240026 - Modification 0



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