



REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, July 15, 2026
6:00 p.m.

Council Chambers
City Hall

The City Council meetings are open to the public. The meeting may also be viewed and accessed remotely at www.zoom.us/jc/88254468631. Members of the public may provide comments on agenda items in person, through Zoom, or by phone at (669) 900-6833 using meeting ID: 882 5446 8631 followed by the # key, or by email at citycouncilpubliccomment@madera.gov. To comment by phone, press *9 to raise your hand and *6 to unmute when called upon. Written comments may also be submitted by mail to 205 W. 4th Street, Madera, CA 93637.

A recording of the meeting will be posted on the City's YouTube channel at www.youtube.com/c/cityofmaderatv as soon as practicable following the conclusion of the meeting.



“Wordly” can translate into 25+ different languages. To access written translation during the meeting, please scan the QR Code or click this link: <https://attend.wordly.ai/join/FTZJ-3396>

“Wordly” puede traducir a más de 25 idiomas diferentes. Para acceder a la traducción durante la reunión, por favor escanee el código QR o haga clic en el enlace: <https://attend.wordly.ai/join/FTZJ-3396>

CALL TO ORDER:

ROLL CALL: Mayor Cece Gallegos
Mayor Pro Tem Rohi Zacharia, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Councilmember Elsa Mejia, District 5
Councilmember Artemio Villegas, District 6

INVOCATION: Pastor Josh Blair, Central Valley Christian Church

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PRESENTATIONS: None

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

A. PUBLIC HEARINGS: None

B. CONSENT CALENDAR:

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.

B-1 Minutes – 07/01/26

Recommendation: Approve the City Council Minutes of July 1, 2026 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for June 20 to July 3, 2026 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

Recommendation: This report is submitted for informational purposes only and there is no action requested from the City Council (Council) (Report by Wendy Silva)

B-4 Quarterly Board, Commission, and Committee Attendance

Recommendation: This report is submitted for informational purposes only and there is no action requested from the City Council (Report by Arnoldo Rodriguez)

B-5 Acceptance of Grant Award from the California Office of Traffic Safety Selective Traffic Enforcement Program

Recommendation: Adopt a Resolution Accepting the California Office of Traffic Safety Selective Traffic Enforcement Program Grant in the amount of \$99,600 and Amending the City's 2026/27 Adopted Budget by \$99,600 to reflect Revenues and Expenditures Related to the Grant (Report by Giachino Chiaramonte)

B-6 Temporary Use of 103 East Yosemite Avenue (APN:007-101-011) for Construction Staging

Recommendation: Adopt a Resolution Approving the Limited License to Enter Agreement with Cal Valley Construction Inc. with the Caltrans Downtown Madera Preventative Maintenance and Road Diet Project No 06-0Y1804 (Report by Keith Helmuth)

B-7 Second Reading and Adoption of an Ordinance Amending the City's Municipal Code Relating to Livestock

Recommendation: Waive full Reading and Adopt by Title only an Ordinance of the City Council of the City of Madera Amending Subsection (A) of Section 5-1.31 of Chapter 1 of Title V of the Madera Municipal Code Regarding Allowable Chicken Livestock (Report by Giachino Chiaramonte)

B-8 2027 Benefit Plan Renewals

Recommendation: Adopt a Minute Order Approving Renewal of the City's Existing Benefit Plans (Report by Wendy Silva)

B-9 Certificate of Recognition Honoring Debi Bray

Recommendation: Adopt a Minute Order Approving a Certificate of Recognition honoring Debi Bray, CEO of the Madera Chamber of Commerce, in Recognition of her 40 years of Dedicated Service to the Madera Chamber of Commerce (Report by Alicia Gonzales)

B-10 Madera County Breastfeeding Coalition Fee Waiver Request for the Annual Breastfeeding Awareness Walk & Celebration

Recommendation: Adopt a Resolution Waiving the Rental Fees of the Lions Town & Country Park on August 8, 2026, related to the Annual Breastfeeding Awareness Walk & Celebration, hosted by the Madera County Breastfeeding Coalition, at an Anticipated Rental Fee of \$370 (Report by Joseph Hebert)

B-11 Assemblywoman Esmeralda Soria Fee Waiver Request for Annual Back to School Resource Fair

Recommendation: Adopt a Resolution Waiving the Rental Fees of the Pan-American Community Center on July 23, 2026, related to the Annual Back to School Resource Fair, hosted by Assemblywoman Esmeralda Soria, at an Anticipated Rental Fee of \$1,030 (Report by Joseph Hebert)

B-12 United UpStanders Fee Waiver Request for UpStanders Day Event

Recommendation: Adopt a Resolution Waiving the Rental Fees of the Pan-American Community Center (PACC) on September 27, 2026, related to the UpStanders Day Event Hosted by United UpStanders, at an Anticipated Rental Fee of \$1,030 (Report by Joseph Hebert)

B-13 Amendment to Agreement between the City and Microsoft/CDW-G

Recommendation: Adopt a Resolution to Ratify a Participation Agreement (PA) between the City and CDW-G (Authorized Vendor for Microsoft) to Amend the Previously Adopted Renewal of Software Licensing between the City and Microsoft (Report by Gary Price)

B-14 Consider an Amendment to the Professional Services Agreement with Michael Baker International

Recommendation: Adopt a Resolution Approving a First Amendment to the Professional Services Agreement with Michael Baker International for Preparation of the City of Madera 6th Cycle Housing Element Update (Report by Will Tackett)

C. WORKSHOP: None

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:

D-1 Phase 3 of the Avenue 13 Interceptor Sewer Rehabilitation Project

Recommendation: Adopt a Resolution approving Amendment No. 1 to the Agreement with MKN and Associates (MKN) for \$123,588 for Additional Services for Phase 3 of the Avenue 13 Interceptor Sewer Rehabilitation, City Project No. SS-00014 (Report by Keith Helmuth)

D-2 Washington Elementary School Sidewalk Construction, City Project R-93, CMAQ 5157(119)

Recommendation: Adopt a Resolution Approving the Contract Award for the Washington Elementary School Sidewalk Construction, City Project R-93, CMAQ 5157(119) for \$510,094.38 to Villalobos and Associates Inc. and adopting a CEQA Class I (Existing Facilities) categorical exemption for the project (Report by Keith Helmuth)

D-3 Water Main Replacement Crossing Fresno River, City Project No. W-09

Recommendation: Adopt a Resolution Approving the Contract Award for Water Main Replacement Crossing Fresno River, City Project No. W-09, for \$306,882.80 to B&L Contractors, Inc. (Report by Keith Helmuth)

D-4 Purchase of Forcible Entry Inc. 40-foot Conex Box Training Center Prop

Recommendation: Adopt a Resolution Approving a Purchase Agreement for a 40-foot Forcible Entry Training Prop from Forcible Entry, Inc. under National Purchasing Partners (NPPgov) Purchase Contract #PS25680 for \$143,219.59 (Report by Larry Pendarvis)

E. ADMINISTRATIVE REPORTS: None

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items, and (iv) to take action on matters initiated under this section of the agenda. Under this section, the Council may take action only on items specifically agendized and which meet other requirements for action.

G. CLOSED SESSION: None

FUTURE MEETING DATES:

- Wednesday, August 5, 2026
- Wednesday, August 19, 2026

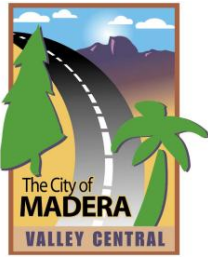
ADJOURNMENT:

- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be made as soon as practicable as additional time may be required for the City to arrange or provide the requested accommodation. Requests may also be delivered/mailed to: City of Madera, Attn: City Clerk, 205 W. 4th Street, Madera, CA 93637. At least seventy-two (72) hours' notice prior to the meeting is requested but not required. When making a request, please provide sufficient details that the City may evaluate the nature of the request and available accommodations to support meeting participation. Please also provide appropriate contact information should the City need to engage in an interactive discussion regarding the requested accommodation.
 - Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's office located at 205 W. 4th Street, Madera, CA 93637 and on the City website at www.madera.gov
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for July 15, 2026, near the front entrances of City Hall and on the City's website www.madera.gov at 7:30 p.m. on July 9, 2026.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	07/01/2026
Adopted:	07/15/2026

Minutes of a Regular Meeting of the Madera City Council

**Wednesday, July 1, 2026
6:00 p.m.**

**Council Chambers
City Hall**

The Madera City Council meetings are open to the public. The meeting was available for public viewing and participation through Zoom. Members of the public were able to observe the live-streamed meeting on the City’s website and were able to comment on agenda items at the meeting, remotely through an electronic meeting via phone, via email and by regular mail.

CALL TO ORDER: Meeting was called to order at 6:00 p.m.

ROLL CALL:

- Present:
- Mayor Cece Gallegos
 - Mayor Pro Tem Rohi Zacharia, District 1
 - Councilmember Jose Rodriguez, District 2
 - Councilmember Steve Montes, District 3
 - Councilmember Anita Evans, District 4
 - Councilmember Elsa Mejia, District 5
 - Councilmember Artemio Villegas, District 6

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Division Fire Chief Larry Pendarvis, Grants Administrator Marcela Zuniga, Director of Human Resources Wendy Silva, Director of Information Technology Gary Price, Director of Parks and Community Services Joseph Hebert, Planning Manager David Brletic, Chief of Police Giachino Chiamonte, Public Works Director Harpiar Gandhi and Senior Civil Engineer Steve Bettencourt.

INVOCATION: Pastor Josh Blair, Central Valley Christian Church

PLEDGE OF ALLEGIANCE: Boy Scout Troop 116

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES, THE AGENDA WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

PRESENTATIONS: None

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

Michael Stone of Boy Scouts of America Troop 116 presented Councilmembers with commemorate badges celebrating America’s 250th birthday.

No further Public Comment was presented. Public Comment was closed.

A. PUBLIC HEARINGS:

A-1 Consideration of an Ordinance Updating the Madera Municipal Code Regarding Allowable Chicken Livestock

Recommendation: Waive the first reading and introduce by title only an Ordinance of the City Council of the City of Madera amending Subsection (A) of Section 5-1.31 of Chapter 1 of Title V of the Madera Municipal Code regarding allowable chicken livestock and determine the project is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines (Report by Giachino Chiaramonte)

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES, ITEM A-1 WAS APPROVED BY A 6/1 VOTE. NOES: COUNCILMEMBER MEJIA.

INTRO ORD AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING SUBSECTION (A) OF SECTION 5-1.31 OF CHAPTER 1 OF TITLE V OF THE MADERA MUNICIPAL CODE REGARDING ALLOWABLE CHICKEN LIVESTOCK

B. CONSENT CALENDAR:

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote.

City Clerk Alicia Gonzales announced that the agenda title for Item B-5 included the Mayor in error. The only seats up for election in November 2026 are Council Districts 1, 3 and 5. The staff report and the resolution correctly identify the district seats up for election.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, CONSENT CALENDAR WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

B-1 Minutes – June 17, 2026, June 24, 2026

Recommendation: Approve the City Council Minutes of June 17, 2026 and June 24, 2026 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for June 6 to June 19, 2026 (Report by Michael Lima)

B-3 Adoption of Updated District Boundary to Include Property Annexed into the City (Adell-D Street Annexation)

Recommendation: Waive the full reading and adopt an Ordinance of the City Council of the City of Madera amending Subsection C (3) of Section 2-1.08 of the City Municipal Code to adopt revised district boundaries by title only, including CEQA Guidelines Section 15061(b)(3) determination (Report by Alicia Gonzales)

ORD 1023 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING SUBSECTION (C)(3) OF SECTION 2-1.08 OF CHAPTER 1 OF

TITLE II OF THE MADERA MUNICIPAL CODE AND ADOPTING REVISED DISTRICT VOTING BOUNDARIES

B-4 Budget Amendment for Annual Weed Abatement

Recommendation: Adopt a Resolution approving a budget amendment to the Fiscal Year 2026/27 Operating Budget to appropriate General Fund balance funds for weed abatement services (Report by Giachino Chiaramonte)

RES 26-119 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING AND APPROVING AN AMENDMENT TO THE CITY OF MADERA FISCAL YEAR 2026/2027 BUDGET TO APPROPRIATE GENERAL FUNDS FOR THE COST OF WEED ABATEMENT SERVICES

B-5 General Election for Council Districts 1, 3, and 5

Recommendation: Adopt a Resolution calling for and requesting consolidation of the City's General Municipal Election with the General Election on November 3, 2026, for the election of City Council elected to serve as Mayor and Council Districts 1, 3, and 5; and requesting that the Madera County Clerk render election services relating to the conduct of the election (Report by Alicia Gonzales)

During adoption of the Consent Calendar, City Clerk Alicia Gonzales announced that the agenda title for Item B-5 included the Mayor in error. The only seats up for election in November 2026 are Council Districts 1, 3 and 5. The staff report and the resolution correctly identify the district seats up for election.

RES 26-120 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CALLING FOR AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION FOR THE ELECTION OF CERTAIN MUNICIPAL OFFICERS OF THE CITY OF MADERA FOR COUNCIL MEMBERS OF DISTRICTS 1, 3, AND 5, AND FOR THE ELECTION TO BE HELD IN THE CITY OF MADERA ON NOVEMBER 3, 2026 AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; REQUESTING CONSOLIDATION THEREOF WITH THE STATEWIDE ELECTION TO BE HELD ON THE SAME DATE; AND REQUESTING THAT THE MADERA COUNTY BOARD OF SUPERVISORS AUTHORIZE THE MADERA COUNTY CLERK TO RENDER SPECIFIED SERVICES TO THE CITY OF MADERA RELATING TO THE CONDUCT OF THE GENERAL MUNICIPAL ELECTION

C. WORKSHOP: None

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:

D-1 Schnoor Avenue Sidewalk Construction, City Project R-58, CMAQ 5157 (123)

Recommendation: Adopt a Resolution Approving the Contract Award for the Schnoor Avenue Sidewalk Construction, City Project R-58, CMAQ 5157(123) in the amount of \$445,731.80 to Pacific Coast Construction and Land Co. and adopting a CEQA Class I (Existing Facilities) categorical exemption for the project (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-1 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

RES 26-121 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR SCHNOOR AVENUE SIDEWALK CONSTRUCTION, CITY PROJECT R-58, CMAQ CML 5157 (123), IN THE AMOUNT OF \$445,731.80 TO PACIFIC COAST CONSTRUCTION AND LAND CO. AND AUTHORIZING CONTINGENCIES RELATED TO THE CONTRACT

E. ADMINISTRATIVE REPORTS:

E-1 Community Development Block Grant Program Application Notification Process

Recommendation: No recommendations are presented with this report (Report by Michael Lima)

E-2 Annual Residential Curbside Cleanup Summary

Recommendation: This item is informational only; therefore, no Council action is required (Report by Harpiar Gandhi)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items, and (iv) to take action on matters initiated under this section of the agenda.

Councilmember Villegas had nothing to report.

Councilmember Rodriguez mentioned he along with Mayor Gallegos and Mayor Pro Tem Zacharia attended the Heartland Opportunity Center grand opening.

Councilmember Mejia mentioned she had a wonderful time during the Juneteenth celebration at Courthouse Park. She looks forward to the 4th of July event and celebrating the 250th anniversary of our country.

Councilmember Evans thanked her colleagues, staff, Black Saints United and everyone else who participated in the Juneteenth celebration.

Mayor Pro Tem Zacharia invited everyone to the 4th of July event. He thanked the Parks Department for their work on that event.

Councilmember Montes asked everyone to stay safe during the 4th of July holiday.

Mayor Gallegos thanked staff for attending/overseeing the recent Council District 1 Neighborhood Watch gathering. She mentioned that staff prioritized public safety this past weekend, increasing enforcement on pedestrian right-of-way and e-bike usage. She thanked staff who will be working on the 4th of July and acknowledged that working over the holiday and being away from their family is not easy.

G. CLOSED SESSION: None

FUTURE MEETING DATES:

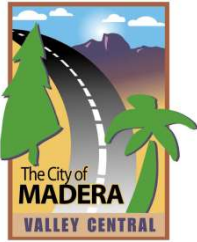
- Wednesday, July 15, 2026
- Wednesday, August 5, 2026

ADJOURNMENT: Meeting was adjourned at 7:06 p.m.

ALICIA GONZALES, City Clerk

CECELIA K. GALLEGOS, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:

Michael Lima

Michael Lima, Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 15, 2026

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for June 20 to July 3, 2026

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of June 20 to July 3, 2026, is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrants</i>	45838 – 46002	\$3,942,459.40

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	US Bank	\$752,306.47
<i>SDI</i>	EDD	\$3,648.93
<i>CalPERS Payment</i>	CalPERS	\$432,876.72

DISCUSSION:

Warrant requests are processed weekly based on the Fiscal Year 2025/2026 Adopted Budget and released for payment every Monday. Each demand has been audited, and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per

request of City Council, we have included the departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the Fiscal Year 2025/2026 Adopted Budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
July 15, 2026

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
45838	06/25/2026	WWTP	TERRAFORM POWER, LLC.	SOLAR ELECTRIC UTILITIES 05/26	24,378.73
45839	06/25/2026	WWTP	CHRIS GATEWOOD INDUSTRIES, INC.	CENTRIFUGE REBUILD #1	50,000.00
45840	06/25/2026	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	CONSULTING SERVICES	18,750.00
45841	06/25/2026	City Attorney	ALESHIRE & WYNDER LLP	CONSULTING SVS CITY ATTORNEY	23,344.90
45842	06/25/2026	MUSD Agreements	REPTILE RON ANIMAL PRESENTATIONS INC	EXOTIC ANIMAL PRESENTATION	1,200.00
45843	06/25/2026	Building	BPR CONSULTING GROUP	PLAN CHECK & INSPECTION SVS	3,077.50
45844	06/25/2026	MUSD Agreements	ROBO ENRICHMENT, INC	ROBO ENRICHMENT - PARKS CAMP	1,440.00
45845	06/25/2026	TRANS - FIXED	FLEXLYNQS, LLC	MICRO TRANSIT FEASIBILITY STUDY	5,317.24
45845	06/25/2026	TRANS - DAR	FLEXLYNQS, LLC	MICRO TRANSIT FEASIBILITY STUDY	5,317.26
45845	06/25/2026	Measure T -Transit Enhanc	FLEXLYNQS, LLC	MICRO TRANSIT FEASIBILITY STUDY	0.01
45846	06/25/2026	Fire	BANK OF NEW YORK MELLON	LEASE REVENUE BONDS SERIES 2019 FIRE STATION	1,500.00
45847	06/25/2026	PD Operations	CHIARAMONTE, GIACHINO	PER DIEM - CPCA BOARD OF DIRECTORS MEETING	161.00
45848	06/25/2026	Building	FIRE SAFETY SOLUTIONS, INC.	REVIEW & INSPECTION SVS 05/16/26-05/31/26	5,370.00
45848	06/25/2026	Building	FIRE SAFETY SOLUTIONS, INC.	REVIEW & INSPECTION SVS 06/01/26-06/15/26	7,770.00
45849	06/25/2026	Community Promo	MADERA COUNTY TRANSPORTATION COM	FY 25/26 MEMBER ASSESSMENT FEE	58,485.00
45850	06/25/2026	Parks Administration	MADERA DISTRICT FAIR	JULY 4TH 2026 - FAIRGROUNDS RENTAL	7,000.00
45851	06/25/2026	CFD 2005-1 City-Wide	WILLDAN FINANCIAL SERVICES	Q1 FY 25/26 CFD 2005-1 & 2006-1	2,519.78
45851	06/25/2026	CFD 2006-1 KB Home	WILLDAN FINANCIAL SERVICES	Q1 FY 25/26 CFD 2005-1 & 2006-1	1,092.41
45852	06/25/2026	MEAS T - RTP	AVISON CONSTRUCTION INC	R-81: 2022-23 SB-1 SEALS & OVERLAYS	174,290.70
45852	06/25/2026	SB1-LPP (Local Partnership	AVISON CONSTRUCTION INC	R-81: 2022-23 SB-1 SEALS & OVERLAYS	174,290.70
45852	06/25/2026	CRRSSA fund	AVISON CONSTRUCTION INC	R-81: 2022-23 SB-1 SEALS & OVERLAYS	303,000.00
45853	06/25/2026	Water Capital Outlay	ROLFE CONSTRUCTION INC.	W-43 WATER MAIN REPLACEMENT PROJECT	520,092.79
45854	06/25/2026	Prop 68 Grant	TAYLOR BACKHOE SERVICE	JAMES TAUBERT PARK PK-67 CONSTRUCTION SVS	213,639.01
45855	06/25/2026	LTF - Streets	U.S. BUREAU OF RECLAMATION	APPLICATION 26-LC-20-3510 - FEDERAL LANDS & PROP	22,500.00
45856	06/25/2026	PD Operations	OTP - FINANCE	PER DIEM - REIMBURSEMENT HOTEL	3,150.48
45857	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9924494 TERM REFUND	205.09
45858	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9906164 TERM REFUND	229.22
45859	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9890707 TERM REFUND	277.47
45860	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9923218 TERM REFUND	194.28
45861	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 10000261 TERM REFUND	124.11
45862	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 3803045 TERM REFUND	41.31
45863	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9925634 TERM REFUND	278.24
45864	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9923556 TERM REFUND	76.88
45865	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9924647 TERM REFUND	349.95
45866	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9923050 TERM REFUND	355.54
45867	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9925882 TERM REFUND	127.10

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
July 15, 2026

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
45868	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9923957 TERM REFUND	125.48
45869	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9907856 TERM REFUND	243.14
45870	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9922304 TERM REFUND	88.76
45871	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 10000527 TERM REFUND	40.52
45872	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9923091 TERM REFUND	280.90
45873	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 10000195 TERM REFUND	288.92
45874	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9923634 TERM REFUND	363.94
45875	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 6725011 TERM REFUND	104.54
45876	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9924545 TERM REFUND	177.81
45877	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9925617 TERM REFUND	383.62
45878	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9922206 TERM REFUND	251.25
45879	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9924186 TERM REFUND	238.51
45880	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9921682 TERM REFUND	196.27
45881	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9918433 TERM REFUND	514.70
45882	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9891779 TERM REFUND	26.90
45883	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 3533241 TERM REFUND	26.12
45884	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9923297 TERM REFUND	131.24
45885	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9919004 TERM REFUND	184.61
45886	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9915877 TERM REFUND	524.12
45887	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9899519 TERM REFUND	120.30
45888	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9925730 TERM REFUND	270.49
45889	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9920930 TERM REFUND	264.77
45890	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9919604 TERM REFUND	334.58
45891	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9894013 TERM REFUND	141.34
45892	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9918626 1608 TULARE	312.37
45893	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 9922205 TERM REFUND	203.03
45894	06/25/2026	Water Fund	OTP- UB REFUNDS	UB 10000881 TERM REFUND	373.89
45895	06/30/2026	PAYROLL TRUST	M.C.E.A.	MONTHLY DUES 06/26	245.00
45896	06/30/2026	PAYROLL TRUST	M P O A	MONTHLY DUES 06/26	6,951.20
45897	06/30/2026	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 05/18/26 PAYROLL	100.00
45899	06/30/2026	Central Admin	KIWANIS	FIREWORK SPECTACULAR 2026	13,700.00
45900	07/01/2026	TRANS - FIXED	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 05/26	130,683.60
45900	07/01/2026	TRANS - DAR	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 05/26	89,852.34
45901	07/01/2026	City Attorney	ALESHIRE & WYNDER LLP	CONSULTING SVS CITY ATTORNEY	30,213.70
45902	07/01/2026	MEAS K - PD	BRAUN NORTHWEST, INC	2025 FORD F650 CHASSIS HGAC AM23CC13	244,179.92
45902	07/01/2026	PD Central Command	BRAUN NORTHWEST, INC	2025 FORD F650 CHASSIS HGAC AM23CC13	260,643.53

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45903	07/01/2026	FAU CMAQ	ST FRANCIS ELECTRIC LLC	TS-23 TRAFFIC SIGNAL MODIFICATION HOPYQ	64,713.02
45903	07/01/2026	LTF - Streets	ST FRANCIS ELECTRIC LLC	TS-23 TRAFFIC SIGNAL MODIFICATION HOPYQ	8,384.26
45904	07/01/2026	Water Capital Outlay	CDM SMITH INC.	ENGINEERING SERVICES FOR WELL 37	10,707.00
45905	07/01/2026	HR/RISK MGT	CPS HR CONSULTING	PROFESSIONAL RECRUITING - ENGINEER	10,000.00
45906	07/01/2026	Fleet Maintenance	CUMMINS PACIFIC LLC	REPAIRS - #3003 DPF	5,945.01
45907	07/01/2026	MEAS K - PD	LC ACTION POLICE SUPPLY	9MM AMMUNITION	627.85
45907	07/01/2026	PD Operations	LC ACTION POLICE SUPPLY	9MM AMMUNITION	11,066.55
45907	07/01/2026	PD Operations	LC ACTION POLICE SUPPLY	AMMUNITION	306.86
45908	07/01/2026	Permanent Local Housing	MADERA RESCUE MISSION, INC.	PLHA INVOICE 05/26	7,704.79
45908	07/01/2026	Permanent Local Housing	MADERA RESCUE MISSION, INC.	PLHA INVOICE 04/26	10,725.41
45909	07/01/2026	Fleet Acquisition	MOTOROLA SOLUTIONS INC.	PD - PATROL CAMERAS	11,387.90
45909	07/01/2026	PD Operations	MOTOROLA SOLUTIONS INC.	PD VEHICLE RADIOS	16,467.26
45909	07/01/2026	SUPP LAW ENF	MOTOROLA SOLUTIONS INC.	CONTRACT ADMIN SVS	1,416.96
45909	07/01/2026	MEAS K - PD	MOTOROLA SOLUTIONS INC.	PD - SOFTWARE SUBSCRIPTION	5,437.31
45909	07/01/2026	MEAS K - PD	MOTOROLA SOLUTIONS INC.	PD - PATROL RADIOS	5,432.76
45909	07/01/2026	PD Operations	MOTOROLA SOLUTIONS INC.	PD - SOFTWARE SUBSCRIPTION	6,727.69
45910	07/01/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	05/26 SERVICE 9920095153-3	9.44
45910	07/01/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	94.10
45910	07/01/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	109.06
45910	07/01/2026	Central Admin	PACIFIC GAS & ELECTRIC	05/26 SERVICE 9920095153-30	61.59
45910	07/01/2026	Central Admin	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	23.82
45910	07/01/2026	Central Admin	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	277.60
45910	07/01/2026	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	05/26 SERVICE 9920095153-3	1,524.85
45910	07/01/2026	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	2,146.29
45910	07/01/2026	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	4,227.83
45910	07/01/2026	DRAINAGE	PACIFIC GAS & ELECTRIC	05/26 SERVICE 9920095153-3	380.52
45910	07/01/2026	DRAINAGE	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	1,453.55
45910	07/01/2026	DRAINAGE	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	684.83
45910	07/01/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/26 SERVICE 9920095153-3	6,793.91
45910	07/01/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	36,457.29
45910	07/01/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	07/25 SERVICE 3533032414-207/25 SERVICE 35330324:	2,048.67
45910	07/01/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	37,851.18
45910	07/01/2026	Fire	PACIFIC GAS & ELECTRIC	05/26 SERVICE 9920095153-3	89.91
45910	07/01/2026	Fire	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	1,103.64
45910	07/01/2026	Fire	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	2,560.09
45910	07/01/2026	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	597.98

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45910	07/01/2026	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	1,507.57
45910	07/01/2026	Parks	PACIFIC GAS & ELECTRIC	05/26 SERVICE 9920095153-3	145.70
45910	07/01/2026	Parks	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	4,961.90
45910	07/01/2026	Parks	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	22,116.36
45910	07/01/2026	Sewer Mtn/Operations	PACIFIC GAS & ELECTRIC	05/26 SERVICE 9920095153-3	48.69
45910	07/01/2026	Sewer Mtn/Operations	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	2,072.46
45910	07/01/2026	Sewer Mtn/Operations	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	3,581.07
45910	07/01/2026	SOLID WASTE	PACIFIC GAS & ELECTRIC	05/26 SERVICE 9920095153-3	20.43
45910	07/01/2026	SOLID WASTE	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	9.15
45910	07/01/2026	SOLID WASTE	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	(92.73)
45910	07/01/2026	Sr Citizen Community Serv	PACIFIC GAS & ELECTRIC	05/26 SERVICE 9920095153-3	8.40
45910	07/01/2026	Water Mtn/Operations	PACIFIC GAS & ELECTRIC	05/26 SERVICE 9920095153-3	21,114.97
45910	07/01/2026	Water Mtn/Operations	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	117,215.08
45910	07/01/2026	Water Mtn/Operations	PACIFIC GAS & ELECTRIC	07/25 SERVICE 3533032414-2	28,796.09
45910	07/01/2026	Water Mtn/Operations	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	207,123.03
45910	07/01/2026	WWTP	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	8,498.60
45910	07/01/2026	WWTP	PACIFIC GAS & ELECTRIC	07/25 SERVICE 3533032414-2	226,739.30
45910	07/01/2026	WWTP	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	155,893.56
45910	07/01/2026	Zone 24 Activities	PACIFIC GAS & ELECTRIC	05/26 SERVICE 9920095153-3	47.84
45910	07/01/2026	Zone 24 Activities	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	9.94
45910	07/01/2026	Zone 24 Activities	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	11.42
45910	07/01/2026	Zone 26 Activities	PACIFIC GAS & ELECTRIC	05/26 SERVICE 9920095153-3	9.53
45910	07/01/2026	Zone 31A Activities	PACIFIC GAS & ELECTRIC	05/26 SERVICE 9920095153-3	19.60
45910	07/01/2026	Zone 31A Activities	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	29.72
45910	07/01/2026	Zone 31A Activities	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	34.10
45910	07/01/2026	Zone 20B Activities	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	21.53
45910	07/01/2026	Zone 20B Activities	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	25.69
45910	07/01/2026	Zone 27B Activities	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	10.71
45910	07/01/2026	Zone 27B Activities	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	12.41
45910	07/01/2026	Zone 2 Activities	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	52.01
45910	07/01/2026	Zone 2 Activities	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	60.39
45910	07/01/2026	Zone 3 Activities	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	39.23
45910	07/01/2026	Zone 3 Activities	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	44.87
45910	07/01/2026	Zone 31B Activities	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	29.72
45910	07/01/2026	Zone 31B Activities	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	34.10
45910	07/01/2026	Zone 4 Activities	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	9.53

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45910	07/01/2026	Zone 4 Activities	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	11.30
45910	07/01/2026	Zone 6A Activities	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	65.97
45910	07/01/2026	Zone 6A Activities	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	77.37
45910	07/01/2026	Zone 29C Activities	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	10.91
45910	07/01/2026	Zone 29C Activities	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	12.87
45910	07/01/2026	Zone 8 Activities	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	66.94
45910	07/01/2026	Zone 8 Activities	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	79.36
45910	07/01/2026	Zone 16 Activities	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	22.25
45910	07/01/2026	Zone 16 Activities	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	26.56
45910	07/01/2026	Zone 13 Activities	PACIFIC GAS & ELECTRIC	04/26 SERVICE 3533032414-2	147.20
45910	07/01/2026	Zone 13 Activities	PACIFIC GAS & ELECTRIC	08/25 SERVICE 3533032414-2	183.62
45910	07/01/2026	PD Operations	PACIFIC GAS & ELECTRIC	05/26 SERVICE 9920095153-3	298.66
45911	07/01/2026	Water Capital Outlay	PROVOST & PRITCHARD CONSULTING	DESIGN SERVICES FOR W-000009	2,049.20
45912	07/01/2026	Water Mtn/Operations	STATE WATER RESOURCES CONTROL BOARD	CERTIFICATION RENEWAL D2 - SILVA	90.00
45913	07/01/2026	Water Mtn/Operations	STATE WATER RESOURCES CONTROL BOARD	CERTIFICATION RENEWAL D2 - SILVA	80.00
45914	07/01/2026	Water Capital Outlay	STEVE DOVALI CONSTRUCTION	W-GW-001 MUNICIPAL WATER WELL 37	79,581.22
45915	07/01/2026	Water Fund	OTP- UB REFUNDS	UB 9920879 UB TERM REFUND	217.91
45916	07/01/2026	Water Fund	OTP- UB REFUNDS	UB 10000083 TERM REFUND	323.50
45917	07/01/2026	Water Fund	OTP- UB REFUNDS	UB 7311004 UB TERM REFUND	73.99
45918	07/01/2026	Water Fund	OTP- UB REFUNDS	UB 9924184 TERM REFUND	62.02
45919	07/01/2026	Water Fund	OTP- UB REFUNDS	UB 9926295 TERM REFUND	209.04
45920	07/01/2026	Water Fund	OTP- UB REFUNDS	UB 9925875 TERM REFUND	319.64
45921	07/01/2026	Water Fund	OTP- UB REFUNDS	UB 10001077 TERM REFUND	93.14
45922	07/01/2026	Water Fund	OTP- UB REFUNDS	UB 7935251 TERM REFUND	12.79
45923	07/02/2026	PD Operations	RAUL R. HERRERA JR.	POLYGRAPHS POLYGRAPHS	500.00
45924	07/02/2026	Sports Programs	J & D MANUFACTURING	ADULT SPORT PRIZES	505.58
45924	07/02/2026	CalTrans Grant	J & D MANUFACTURING	CCEP - PROMO ITEMS	4,781.94
45925	07/02/2026	PD Operations	MARIANNE CROXEN	BBQ APRONS	129.30
45926	07/02/2026	Parks Administration	GLOBAL PAYMENTS, INC	PARKS - ACTIVE NET SUBSCRIPTION	1,400.00
45927	07/02/2026	PD Operations	PACIFIC STORAGE COMPANY	SHREDDING SERVICES	552.00
45928	07/02/2026	Finance	THE PUN GROUP	PROFESSIONAL AUDITING SVS	27,467.00
45929	07/02/2026	PD Operations	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE	87.07
45930	07/02/2026	Finance	HINDERLITER, DE LLAMAS AND ASSOCIATES	Q3 25/26 CONTRACT/AUDIT SALES	613.11
45931	07/02/2026	HR/RISK MGT	SIJ HOLDINGS LLC	JOB ADVERTISEMENT	4,108.00
45932	07/02/2026	Computer Replacement	ZOOM VIDEO COMMUNICATIONS, INC.	ZOOM SOFTWARE	480.07
45933	07/02/2026	FAU CMAQ	THE MADERA MAIL DROP	PLAN & SPECS PRINTING	986.10

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45933	07/02/2026	LTF - Streets	THE MADERA MAIL DROP	PLAN & SPECS PRINTING	291.00
45934	07/02/2026	Fire	ADVANCED AUTOMOTIVE LLC	VEHICLE SERVICE #U57	4,004.23
45935	07/02/2026	PD Operations	SMITH, JEREMY	REIMBURSEMENT - UNIFORM	80.69
45936	07/02/2026	PD Operations	CINTAS CORPORATION	MEDICAL SUPPLIES	475.22
45937	07/02/2026	TRANS - FIXED	MESA ENERGY SYSTEMS, INC	HAVC REPAIR - TRANSIT	589.14
45937	07/02/2026	TRANS - DAR	MESA ENERGY SYSTEMS, INC	HAVC REPAIR - TRANSIT	589.14
45938	07/02/2026	Engineering	BETTENCOURT, STEVE	REIMBURSEMENT - LICENSE RENEWAL FEES	180.00
45939	07/02/2026	Central Admin	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/26	119.72
45939	07/02/2026	Comm & Rec Centers	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/26	509.88
45939	07/02/2026	COMPUTER MAINT	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/26	14.00
45939	07/02/2026	Engineering	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/26	87.68
45939	07/02/2026	Facilities Maintenance	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/26	730.54
45939	07/02/2026	Fleet Maintenance	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/26	504.26
45939	07/02/2026	Parks	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/26	632.69
45939	07/02/2026	STREETS	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/26	1,093.66
45939	07/02/2026	Sewer Mtn/Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/26	281.20
45939	07/02/2026	Street Cleaning	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/26	41.80
45939	07/02/2026	UB - Water	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/26	38.52
45939	07/02/2026	Water Mtn/Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/26	503.68
45939	07/02/2026	Water Quality Control	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/26	205.79
45939	07/02/2026	WWTP	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/26	817.93
45939	07/02/2026	PD Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/26	126.12
45940	07/02/2026	Water Mtn/Operations	AMERICAN WATER WORKS ASSOCIATION	AWWA ANNUAL MEMBERSHIP	5,233.00
45941	07/02/2026	Transportation Impact Fee	CORNERSTONE STRUCTURAL ENGINEERING	B-02 DESIGN SERVICES FOR WESTBERRY BRIDGE	1,004.59
45942	07/02/2026	WWTP	EAGLESHIELD PEST CONTROL	RODENT CONTROL - WWTP	300.00
45943	07/02/2026	MEAS K - PD	A PLUS SIGNS, INC.	NEON SIGNS - PD	3,904.83
45944	07/02/2026	Computer Replacement	AMERITECH COMPUTER SERVICE, INC.	SECURE TONER	527.94
45945	07/02/2026	Facilities Maintenance	ULINE, INC.	FAC DESK	964.31
45946	07/02/2026	Parks Grants	FENCE FACTORY RENTALS	SECURITY FENCE RENTAL	78.00
45947	07/02/2026	Madera Groundwater JPA	JACOB T ROBERSON	MRWM CONSULTING - 04/26	2,362.00
45947	07/02/2026	Madera Groundwater JPA	JACOB T ROBERSON	MRWM CONSULTING - 05/26	2,362.00
45948	07/02/2026	Madera Groundwater JPA	CALTECH WEB LLC	WEB DESIGN & MAINTENACE 06/10/26-07/10/26	99.00
45949	07/02/2026	Computer Replacement	TECHSMITH CORPORATION	SNAGIT RENEWAL	1,572.50
45950	07/02/2026	WWTP	BLUE TRITON BRANDS INC	WWTP - LAB & DRINKING WATER	314.10
45951	07/02/2026	LTF - Streets	WESTWOOD PROFESSIONAL SERVICES, INC.	DESIGN SERVICES R-000094 BID PACKAGE 3	18,301.25
45952	07/02/2026	Parks	OD SPORTS ACQUISITION, INC.	SOFTBALL FIELD EQUIPMENT	3,301.63

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45953	07/02/2026	Fleet Acquisition	MULTIQUIP INC	4" STORM/TRASH PUMP	14,999.58
45954	07/02/2026	PD Operations	DAREN C. SCHOFIELD	ENFORCEMENT KIT	876.83
45955	07/02/2026	MEAS K - PD	MADERA CONSTRUCTION LLC	KITCHEN REMODEL	4,568.00
45956	07/02/2026	Fire	VINCENT COMMUNICATIONS INC.	HT RADIOS	5,636.04
45957	07/02/2026	Central Admin	ALAN R ALVORD	CO NSULTING SERVICES - HEARING OFFICER	4,344.00
45958	07/02/2026	MEAS K - FIRE	RICHARD BIRT	SOLAR FIRE TRAINING	4,000.00
45959	07/02/2026	Facilities Maintenance	ASCO POWER SERVICES LP	DIAGNOSTIC REPAIR - WWTP	1,452.55
45960	07/02/2026	Water Quality Control	DELLAVALLE LABORATORY,INC.	MONTHLY SAMPLING	468.00
45960	07/02/2026	Water Quality Control	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	2,432.00
45961	07/02/2026	Central Admin	AT&T	05/26 CALNET SERVICES 9391026406	30.89
45961	07/02/2026	Comm & Rec Centers	AT&T	04/26 CALNET SERVICES 9391026396	267.80
45961	07/02/2026	Finance	AT&T	05/26 CALNET SERVICES 9391026406	30.90
45961	07/02/2026	HR/RISK MGT	AT&T	05/26 CALNET SERVICES 9391026406	32.46
45961	07/02/2026	Parks	AT&T	05/26 CALNET SERVICES 9391026406	165.25
45961	07/02/2026	Parks Administration	AT&T	05/26 CALNET SERVICES 9391031580	291.29
45961	07/02/2026	Sewer Mtnc/Operations	AT&T	05/26 CALNET SERVICES 9391031570	193.44
45961	07/02/2026	Sr Citizen Community Serv	AT&T	04/26 CALNET SERVICES 9391026403	35.13
45961	07/02/2026	Sr Citizen Community Serv	AT&T	04/26 CALNET SERVICES 9391026398	32.37
45961	07/02/2026	Sr Citizen Community Serv	AT&T	05/26 CALNET SERVICES 9391026415	67.63
45961	07/02/2026	WWTP	AT&T	05/26 CALNET SERVICES 9391026417	40.80
45961	07/02/2026	WWTP	AT&T	05/26 CALNET SERVICES 9391026410	63.36
45961	07/02/2026	WWTP	AT&T	05/26 CALNET SERVICES 9391026405	32.46
45961	07/02/2026	PD Operations	AT&T	04/26 CALNET SERVICES 9391059143	4,000.77
45961	07/02/2026	PD Operations	AT&T	04/26 CALNET SERVICES 9391026401	32.37
45961	07/02/2026	PD Operations	AT&T	05/26 CALNET SERVICES 9391020514	156.45
45961	07/02/2026	PD Operations	AT&T	05/26 CALNET SERVICES 9391026414	380.29
45961	07/02/2026	PD Operations	AT&T	05/26 CALNET SERVICES 9391084616	663.35
45961	07/02/2026	PD Operations	AT&T	05/26 CALNET SERVICES 9391064552	287.87
45961	07/02/2026	PD Operations	AT&T	05/26 CALNET SERVICES 9391031578	157.21
45962	07/02/2026	SUPP LAW ENF	AT&T	LEA TRACKING NUMBERS - 4587801	70.00
45963	07/02/2026	AIRPORT OPS	AT&T	05/26 FIRSTNET SERVICE 287302656036	90.96
45963	07/02/2026	Building	AT&T	05/26 FIRSTNET SERVICE 287302656036	237.81
45963	07/02/2026	City Clerk's Office	AT&T	05/26 FIRSTNET SERVICE 287302656036	90.96
45963	07/02/2026	City Council	AT&T	05/26 FIRSTNET SERVICE 287302656036	285.18
45963	07/02/2026	Code Enforcement	AT&T	05/26 FIRSTNET SERVICE 287302656036	45.48
45963	07/02/2026	Comm & Rec Centers	AT&T	05/26 FIRSTNET SERVICE 287302656036	50.53

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CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
45963	07/02/2026	COMPUTER MAINT	AT&T	05/26 FIRSTNET SERVICE 287302656036	854.77
45963	07/02/2026	Engineering	AT&T	05/26 FIRSTNET SERVICE 287302656036	237.81
45963	07/02/2026	Facilities Maintenance	AT&T	05/26 FIRSTNET SERVICE 287302656036	318.98
45963	07/02/2026	Finance	AT&T	05/26 FIRSTNET SERVICE 287302656036	96.01
45963	07/02/2026	Fleet Maintenance	AT&T	05/26 FIRSTNET SERVICE 287302656036	50.53
45963	07/02/2026	General Fund	AT&T	05/26 FIRSTNET SERVICE 287302656036	50.53
45963	07/02/2026	HR/RISK MGT	AT&T	05/26 FIRSTNET SERVICE 287302656036	50.53
45963	07/02/2026	LMD Services	AT&T	05/26 FIRSTNET SERVICE 287302656036	50.53
45963	07/02/2026	Parks	AT&T	05/26 FIRSTNET SERVICE 287302656036	96.01
45963	07/02/2026	Parks Administration	AT&T	05/26 FIRSTNET SERVICE 287302656036	91.27
45963	07/02/2026	Planning	AT&T	05/26 FIRSTNET SERVICE 287302656036	101.06
45963	07/02/2026	STREETS	AT&T	05/26 FIRSTNET SERVICE 287302656036	219.26
45963	07/02/2026	Recreation	AT&T	05/26 FIRSTNET SERVICE 287302656036	45.48
45963	07/02/2026	Sewer Mtn/Operations	AT&T	05/26 FIRSTNET SERVICE 287302656036	92.47
45963	07/02/2026	Sports Programs	AT&T	05/26 FIRSTNET SERVICE 287302656036	45.48
45963	07/02/2026	Sr Citizen Community Serv	AT&T	05/26 FIRSTNET SERVICE 287302656036	60.48
45963	07/02/2026	Water Mtn/Operations	AT&T	05/26 FIRSTNET SERVICE 287302656036	183.43
45963	07/02/2026	Water Quality Control	AT&T	05/26 FIRSTNET SERVICE 287302656036	45.48
45963	07/02/2026	WWTP	AT&T	05/26 FIRSTNET SERVICE 287302656036	45.48
45963	07/02/2026	MEAS K - PD	AT&T	05/26 FIRSTNET SERVICE 287302965625	6,610.42
45963	07/02/2026	MEAS K - PD	AT&T	05/26 FIRSTNET SERVICE 287302656036	50.53
45963	07/02/2026	City Manager	AT&T	05/26 FIRSTNET SERVICE 287302656036	141.80
45963	07/02/2026	Purchasing	AT&T	05/26 FIRSTNET SERVICE 287302656036	45.48
45963	07/02/2026	MEAS K - PD	AT&T	05/26 FIRSTNET SERVICE 436161150662	119.34
45964	07/02/2026	MEAS K - PD	AT&T	12/25 CRADLE POINT FNP1	815.50
45965	07/02/2026	PD Operations	GARCIA, VICTORIA	REIMBURSEMENT - MEAL DURING TRAINING	16.24
45966	07/02/2026	Engineering	AKEL ENGINEERING GROUP, INC.	DRAINAGE STUD	7,438.00
45967	07/02/2026	City Clerk's Office	AMERICAN LEGAL PUBLISHING CORP	ONLINE MUNICIPAL CODE RENEWAL	495.00
45968	07/02/2026	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	1,568.53
45968	07/02/2026	Water Quality Control	BSK ASSOCIATES	PFAS SAMPLING	5,420.00
45969	07/02/2026	SUPP LAW ENF	CA DEPARTMENT OF JUSTICE	FINGERPRINT APPS	96.00
45970	07/02/2026	Engineering	CA SURVEYING AND DRAFTING SUPPLY	PLOTTER PAPER	170.00
45971	07/02/2026	HR/RISK MGT	CPS HR CONSULTING	CONTRACTED SVS - ONLINE EXAM	595.53
45972	07/02/2026	Code Enforcement	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 05/26	87.50
45972	07/02/2026	UB - Garbage	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 05/26	21.88
45972	07/02/2026	UB - Sewer	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 05/26	21.87

CITY OF MADERA
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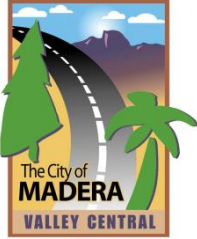
CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
45972	07/02/2026	UB - Water	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 05/26	43.75
45973	07/02/2026	LTF - Streets	DLT SOLUTIONS, INC.	AUTOCAD LICENSE RENEWAL	14,764.74
45974	07/02/2026	UB - Garbage	DATAPROSE, LLC	BILLING 05/26	2,955.39
45974	07/02/2026	UB - Garbage	DATAPROSE, LLC	POSTAGE DEPOSIT ADJUSTMENT	195.30
45974	07/02/2026	UB - Sewer	DATAPROSE, LLC	BILLING 05/26	2,955.39
45974	07/02/2026	UB - Sewer	DATAPROSE, LLC	POSTAGE DEPOSIT ADJUSTMENT	195.30
45974	07/02/2026	UB - Water	DATAPROSE, LLC	BILLING 05/26	5,910.79
45974	07/02/2026	UB - Water	DATAPROSE, LLC	POSTAGE DEPOSIT ADJUSTMENT	390.60
45975	07/02/2026	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - FIRE #58	70.00
45975	07/02/2026	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT	80.00
45975	07/02/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - PANAM	81.00
45975	07/02/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - FBSC	258.00
45975	07/02/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	MONTHLY REPORT - PANAM	80.00
45975	07/02/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	ADD/DELETE USER - FBSC	30.00
45975	07/02/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - JWYC	157.00
45976	07/02/2026	Parks	ENVIRO CLEAN	PARKS MAINTENANCE ITEMS	925.54
45977	07/02/2026	Computer Replacement	GRUBER TECHNICAL INC.	SERVICE RENEWAL	1,854.00
45978	07/02/2026	Fire	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - FIRE #58	1,400.74
45978	07/02/2026	Fire	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - PD	1,796.66
45978	07/02/2026	Fire	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - FIRE #56	1,180.30
45978	07/02/2026	Sewer Mtn/Operations	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - SOUTH ST SEWER LIFT	1,183.26
45978	07/02/2026	Sewer Mtn/Operations	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - MELANIE MEADOWS LIFT	1,361.51
45978	07/02/2026	Sewer Mtn/Operations	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - WWTP	3,499.78
45978	07/02/2026	Sewer Mtn/Operations	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - PW SMALL PORTABLE	1,005.08
45978	07/02/2026	Water Mtn/Operations	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - WELL #38	1,934.83
45978	07/02/2026	Water Mtn/Operations	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - WELL #18	1,800.52
45978	07/02/2026	Water Mtn/Operations	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - PW-SCADA BACKUP	1,165.15
45978	07/02/2026	PD Operations	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - CITY HALL	1,135.61
45978	07/02/2026	PD Operations	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - PD SIU	1,361.63
45979	07/02/2026	Fleet Acquisition	J'S COMMUNICATIONS	RADIO CONTROL HEAD #6042	1,482.79
45979	07/02/2026	Fleet Acquisition	J'S COMMUNICATIONS	RADIO CONTROL HEAD #6043	1,482.79
45980	07/02/2026	Animal Control	J.P. COOKE CO.	ALUMINUM DOG LICENSE TAGS	199.95
45981	07/02/2026	LTF - Streets	MADERA COUNTY	AMTRAK STATION 50/50 MAINTENANCE	8,295.18
45982	07/02/2026	City Clerk's Office	MADERA TRIBUNE	PUBLICATION OF ORDINANCE - 1021 CS SUMMARY	383.50
45982	07/02/2026	Engineering	MADERA TRIBUNE	PUBLIC HEARING NOTICE	767.00
45982	07/02/2026	FAU CMAQ	MADERA TRIBUNE	REQUEST FOR BID - R-93	1,100.00

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REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
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CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
45982	07/02/2026	FAU CMAQ	MADERA TRIBUNE	REQUEST FOR BID - R-58	1,089.00
45982	07/02/2026	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERTISEMENT	159.60
45982	07/02/2026	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERTISEMENT	155.80
45983	07/02/2026	Aquatics Programs	MAMMOTH OXYGEN	CO2 FOR POOL	130.20
45984	07/02/2026	MEAS K - PD	MOTOROLA SOLUTIONS INC.	PD PATROL RADIOS	32,909.61
45985	07/02/2026	CFD 2006 Debt Fund	WILLDAN FINANCIAL SERVICES	CFD 2006-1 SERIES 2018 PRIVATE PLACEMENT	1,750.00
45986	07/02/2026	Water Capital Outlay	SJVAPCD	PERMIT FEES #C-10253-1-0	2,525.50
45987	07/02/2026	Comm & Rec Centers	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	367.59
45988	07/02/2026	Computer Replacement	TYLER TECHNOLOGIES INC.	PACE SOFTWARE RENEWAL	12,671.70
45989	07/02/2026	Highway Bridge Program	U.S. BUREAU OF RECLAMATION	LND-26-10	100.00
45990	07/02/2026	Parks	WEST COAST ARBORISTS, INC.	CITY WIDE TREE TRIMMING	41,580.00
45991	07/02/2026	Engineering	YAMABE & HORN ENGINEERING	TOZER 3 SUBDIVISION MAP & IMPROVEMENT MAP CHECK	822.50
45992	07/02/2026	Building	OTP - FINANCE	REIMBURSEMENT - COMMERCIAL BUILDING INSPECTION	255.00
45993	07/02/2026	Building	OTP - FINANCE	REIMBURSEMENT - RESIDENTIAL BUILDING INSPECTOR	320.00
45994	07/02/2026	CFD 2005-1 City-Wide	OTP - FINANCE	PARCEL REFUNDS	3,452.82
45995	07/02/2026	Building	OTP - FINANCE	REIMBURSEMENT - PERMIT TECHNICIAN	255.00
45996	07/02/2026	WATER CONSERV	OTP- REBATES	TURF REBATE - 9897117-5575458	2,500.00
45997	07/02/2026	WATER CONSERV	OTP- REBATES	TURF REBATE - 10001232-513822	645.00
45998	07/02/2026	WATER CONSERV	OTP- REBATES	TURF REBATE - 9925636-554033	2,550.00
45999	07/02/2026	WATER CONSERV	OTP- REBATES	TURF REBATE - 9891120-503331	2,500.00
46000	07/02/2026	SOLID WASTE	OTP- UB REFUNDS	UB TERM REFUND - 9908725-506853	8,865.53
46000	07/02/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND - 9908725-506853	9,194.12
46000	07/02/2026	Sewer Fund	OTP- UB REFUNDS	UB TERM REFUND - 9908725-506853	14,122.26
46000	07/02/2026	Drainage Sys.Operation	OTP- UB REFUNDS	UB TERM REFUND - 9908725-506853	172.80
46001	07/02/2026	Water Utility	OTP- UB REFUNDS	UB TERM REFUND - 4389513-500506	68.00
46002	07/02/2026	Water Utility	OTP- UB REFUNDS	UB OVERPAYMENT - 9913318-508033	250.54

BANK #1 - US BANK GENERAL ACCOUNT TOTAL

\$ 3,942,459.40



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: July 15, 2026

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

This report is submitted for informational purposes only and there is no action requested from the City Council (Council)

SUMMARY:

The purpose of this report is to provide the Council an informational update on employment matters, including new hires, transfers, and terminations. This report represents activity since the prior report submitted on the June 17, 2026, City Council agenda.

DISCUSSION:

The Civil Service Commission met July 7, 2026, and approved eligibility lists for the following classifications.

- Code Enforcement Officer I
- Water System Worker I
- Police Officer I
- Police Officer Trainee

The following employees began employment with the City since our last report.

Table 1: New Hires and Re-hires				
<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Kamrain Smith	Park Aide	Parks & Community Services	PT	6/15/26
Cipriano Pineda	Police Officer II	Police	FT	6/29/26
Kingsley Thomas	Police Officer Trainee	Police	FT	6/29/26

Status: FT = Full Time, PT = Part Time, RA = Retired Annuitant

The following promotions, transfers, or assignment changes occurred since our last report.

Table 2: Promotions, Transfers, or Assignment Changes			
<i>Name</i>	<i>Old Position</i>	<i>New Position</i>	<i>Effective Date</i>
Faith Rocha	Police Officer Trainee	Police Officer I	6/27/26
Diego Govea-Torres	Police Officer Trainee	Police Officer I	6/27/26

The following employees separated from employment since our last report.

Table 3: Separations				
<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Paola Gonzalez	Office Assistant I	Parks & Community Services	PT	6/6/26
Jacob Dunn	Police Officer II	Police	FT	6/12/26
Diego Ramirez	Lifeguard	Parks & Community Services	PT	6/13/26
Kamrain Smith	Park Aide	Parks & Community Services	PT	6/16/26
David Contreras	Park Aide	Parks & Community Services	PT	6/19/26

*Status: FT = Full Time, PT = Part Time, RA = Retired Annuitant

FINANCIAL IMPACT:

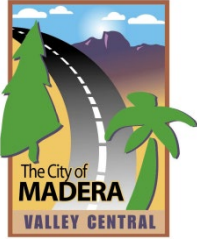
Funding for positions and employees to fill those positions is contemplated annually by the Council in the budget process. During the course of any given fiscal year, individual employees filling specific positions may change due to a number of various circumstances. All hiring and termination decisions are subject to the approval of the City Manager.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:



Arnoldo Rodriguez, City Manager

Council Meeting of: July 15, 2026

Agenda Number: B-4

SUBJECT:

Quarterly Board, Commission, and Committee Attendance

RECOMMENDATION:

This report is submitted for informational purposes only and there is no action requested from the City Council

SUMMARY:

This report offers an overview of attendance by appointed members to City boards, commissions, and committees, including updated attendance for the second quarter of 2026. The purpose is to promote transparency and provide the City Council with insight into participation levels of their appointees.

BACKGROUND:

The City Council appoints individuals to serve on various boards, commissions, and committees to represent the community and provide input on key policies and programs. Regular attendance is crucial for these entities to effectively conduct business and achieve their objectives. Monitoring attendance ensures accountability and informs the Council about member engagement levels. This report is intended to provide information on the various appointees for active commissions, commissions and boards, including attendance for the second quarter of 2026 (Q2).

DISCUSSION:

The 2025 Annual Local Appointments List is attached, providing a comprehensive overview of current appointees, including their appointment date, term expiration, and required qualifications. This list serves as a reference for identifying appointees, their nominating district, and any existing vacancies.

For this report, attendance records have been updated to include second quarter (Q2) data for 2026, providing a detailed account of member participation, including the number of meetings attended by each appointee and their corresponding attendance percentages. The tables below have been refreshed to illustrate attendance trends throughout the calendar year. Attendance percentages are calculated throughout the length of the commissioners' tenure during the calendar year. These records cover the following boards, commissions, and committees, excluding those classified as "inactive:"

- Civil Service Commission
- Americans with Disability Act Advisory Council (ADA)
- Planning Commission
- Airport Advisory Commission
- Community Development Block Grant (CDBG) Commission
- Golf Course Advisory Committee
- Transit Advisory Board

Inactive Commissions:

- Youth Commission
- Beautification Committee
- Loan Review Committee

Civil Service Commission							
	Mayor	District 1	District 2	District 3	District 4	District 5	District 6
Commissioner	Dennis Smith	Nick Salinas	Stephani Perez (Appointed 5/7/2025)	Saim Mohammad	Shawn Griffin	Gloria Toscano (Appointed 3/19/2025)	Mattie Mendez (Appointed 5/7/2025)
Meeting Date							
3/3/2025	Yes	Yes	N/A	Yes	Yes	N/A	N/A
4/7/2025	Absent	Yes	N/A	Yes	Yes	Yes	N/A
5/5/2025	Yes	Yes	N/A	Absent	Yes	Yes	N/A
6/2/2025	Yes	Yes	Yes	Yes	Yes	Absent	Yes
7/7/2025	Yes	Absent	Yes	Absent	Yes	Absent	Yes
8/4/2025	Yes	Yes	Yes	Absent	Yes	Absent	Yes
9/2/2025	Yes	Absent	Yes	Vacant	Yes	Yes	Yes
10/14/2025	Yes	Yes	Yes	Vacant	Yes	Absent	Absent
12/10/2025	Yes	Absent	Absent	Vacant	Yes	Yes	Yes
2/3/2026	Yes	Yes	Absent	Vacant	Yes	Yes	Yes
3/3/2026	Yes	Yes	Absent	Vacant	Yes	Absent	Yes
4/7/2026	Yes	Yes	Vacant	Vacant	Yes	Yes	Yes
5/5/2026	Yes	Absent	Vacant	Vacant	Yes	Yes	Yes
6/2/2026	Cancelled due to lack of quorum.						
6/8/2026	Yes	Yes	Vacant	Vacant	Yes	Absent	Yes
Attendance:	93%	71%	N/A	N/A	100%	54%	91%

Note: Districts 2 and 3 seats are vacant.

ADA Advisory Council							
	Mayor	District 1	District 2	District 3	District 4	District 5	District 6
Commissioner	DJ Becker	Jack Porter	Cynthia Ortegon	Saim Mohammad	Sipho Munyaradzi	Gladys Marroquin	Diana Robbins
Meeting Date							
1/21/2025	Absent	Yes	Absent	Absent	Yes	Absent	Yes
Revised Appts	Jack Porter	Vacant	Cynthia Ortegon	Saim Mohammad	Sipho Munyaradzi	Gladdys Marroquin	Diana Robbins
2/18/2025	Yes	Vacant	Absent	Absent	Yes	Absent	Yes
3/18/2025	Yes	Vacant	Yes	Absent	Yes	Absent	Yes

4/15/2025	Cancelled						
5/20/2025	Yes	Vacant	Yes	Absent	Yes	Absent	Yes
6/17/2025	Yes	Vacant	Yes	Yes	Yes	Absent	Yes
7/15/2025	Yes	Vacant	Yes	Yes	Yes	Absent	Yes
10/21/2025	Yes	Vacant	Yes	Yes	Yes	Absent	Yes
1/20/2026	Yes	Vacant	Yes	Absent	Yes	Absent	Yes
4/21/2026	Yes	Vacant	Yes	Absent	Yes	Absent	Yes
Attendance:	100%	N/A	78%	33%	100%	0%	100%

Note: District 1 seat remains vacant.

Planning Commission							
	Mayor	District 1	District 2	District 3	District 4	District 5	District 6
Commissioner	Bobby Sheikh	Robert Gran Jr.	Rohi Zacharia	Saim Mohammad	Balwinder Singh	Jose Chavez	Ramon Lopez
Meeting Date							
1/14/2025	Yes	Yes	Yes	Yes	Absent	Absent	Yes
2/11/2025	Removed	Yes	Ineligible due to Council appt.	Yes	Yes	Absent	Yes
Revised Appts	Tim Riche	Robert Gran Jr.	Abel Perez	Saim Mohammad	Balwinder Singh	Jose Chavez	Ramon Lopez
3/11/2025	Cancelled						
4/8/2025	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5/13/2025	Absent	Yes	Yes	Yes	Yes	Yes	Yes
6/10/2025	Cancelled						
7/8/2025	Absent	Yes	Yes	Yes	Yes	Yes	Absent
8/12/2025	Yes	Yes	Yes	Yes	Yes	Absent	Yes
9/9/2025	Cancelled						
10/14/2025	Yes	Yes	Yes	Yes	Yes	Yes	Yes
11/11/2025	Yes	Yes	Absent	Yes	Absent	Yes	Yes
12/6/2025	Yes	Yes	Absent	Yes	Yes	Absent	Yes
1/20/2026	Yes	Yes	Absent	Yes	Yes	Absent	Yes
2/10/2026	Absent	Yes	Yes	Yes	Yes	Absent	Absent
3/17/2026	Yes	Yes	Absent	Yes	Yes	Absent	Yes

4/14/2026	Yes	Yes	Yes	Yes	Yes	Vacant	Yes
5/12/2026	Yes	Yes	Yes	Yes	Yes	Vacant	Yes
Attendance:	75%	100%	67%	100%	86%	N/A	86%

Note: District 5 seat was vacated in early April.

Airport Advisory Board							
	Mayor	District 1	District 2	District 3	District 4	District 5	District 6
Commissioner	Miguel Gonzalez	Jerry Holiday	Issa Zacharia	Johanna Torres	Stanley Mackey	Vacant	Ramon Lopez
Meeting Date							
1/14/2025	Absent	Yes	Yes	Absent	Absent	Vacant	Yes
Revised Appts	Jerry Holiday	Vacant	Issa Zacharia	Vacant	Stanley Mackey	Vacant	Ramon Lopez
4/8/2025	Yes	Vacant	Absent	Vacant	Absent	Vacant	Yes
7/8/2025	Yes	Vacant	Yes	Vacant	Absent	Vacant	Absent
Revised Appts	Jerry Holiday	Vacant	Issa Zacharia	Vacant	Vacant	Vacant	Ramon Lopez
10/14/2025	No Quorum Available						
Revised Appts	Jerry Holiday	Patrick Civiello	Issa Zacharia	Vacant	Maurice Johnson	Vacant	Ramon Lopez
1/13/2026	No Quorum Available						
4/14/2026	No Quorum Available						
Attendance:	100%	N/A	67%	N/A	0%	N/A	67%

Note: District 1 and District 4 seats were filled during Q4 of 2025. District 3 and 5 seats remain vacant.

CDBG Block Grant Commission							
	Mayor	District 1	District 2	District 3	District 4	District 5	District 6
Commissioner	Gabriela Gonzalez-Gutierrez	Candy Talley	Alyssia Arredondo	Stephanie Nathan	DJ Becker	Olga Garcia	Dulce Arredondo
Meeting Date							
1/29/2025	Absent	Yes	Yes	Absent	Yes	Yes	Absent
Revised Appts	Candy Talley	Vacant	Alyssia Arredondo	Stephanie Nathan	Cesar Villegas	Olga Garcia	Diana Mosqueda
3/10/2025	Yes	Vacant	Yes	Absent	Yes	Absent	Absent
Revised Appts	Candy Talley	Vacant	Alyssia Arredondo	Stephanie Nathan	Cesar Villegas	Stevie Wright	Diana Mosqueda
5/20/2025	Yes	Vacant	Yes	Absent	Yes	Yes	Yes

8/19/2025	Rescheduled						
9/2/2025	Yes	Vacant	Yes	Vacant	Yes	Absent	Absent
11/18/2025	Yes	Vacant	Yes	Vacant	Yes	Yes	Yes
3/2/2026	Yes	Vacant	Yes	Vacant	Yes	Yes	Yes
Attendance:	100%	N/A	100%	N/A	100%	75%	60%

Note: District 1 and 3 remain vacant. No CDBG meetings occurred during Q2 2026.

Golf Course Advisory Committee							
	City Council	Parks Director	SGM Representative	Service Organization Rep.	Golfer/At-Large Community Member	Food/Beverage Representative	Non-Golfer/At-Large Community Member
Commissioner	Jose Rodriguez	Joseph Hebert	Dan Bacci	Karla Gran	Chito Romero	Lisa Gill	Edward McIntyre
Meeting Date							
1/21/2025	Yes	Yes	Yes	Yes	Yes	Absent	Yes
2/18/2025	Cancelled						
3/24/2025	Yes	Yes	Yes	Absent	Yes	Yes	Yes
5/19/2025	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6/23/2025	Absent	Yes	Yes	Yes	Yes	Yes	Absent
7/21/2025	Yes	Yes	Yes	Yes	Absent	Absent	Absent
8/18/2025	Cancelled						
Revised Appts	Jose Rodriguez	Joseph Hebert	Dan Bacci	Dan Riley	Edward McIntyre	Lisa Gill	Andy Medellin
9/22/2025	Yes	Yes	Yes	Yes	Absent	Yes	Absent
10/20/2025	Yes	Absent	Yes	Yes	Yes	Yes	Yes
11/17/2025	Yes	Yes	Yes	Yes	Yes	Yes	Yes
1/20/2026	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3/23/2026	No Quorum						
	Jose Rodriguez	Joseph Hebert	Dan Bacci	Dan Riley	Edward McIntyre	Lisa Gill	Andy Medellin
5/18/2026	Absent	Yes	Yes	Yes	Absent	Yes	Absent
Attendance:	80%	90%	100%	100%	60%	80%	60%

Transit Advisory Board

	Mayor	District 1	District 2	District 3	District 4	District 5	District 6
Commissioner	Cynthia Ortegon	Andrew Albonico	Vacant	Marie Luna	Patricia Carreon	Otilia Morales	Vacant
Meeting Date							
1/28/2025	Yes	Absent	Vacant	Yes	Absent	Yes	Vacant
Revised Appts	Andrew Albonico	Jack Porter	Vacant	Marie Luna	Tonyce Givens	Otilia Morales	Cynthia Ortegon
4/22/2025	Yes	Absent	Vacant	Yes	Yes	Yes	Absent
6/9/2025 (Special)	Absent	Yes	Vacant	Yes	Absent	Yes	Yes
Revised Appts	Andrew Albonico	Jack Porter	Vacant	Marie Luna	Sipho Munyaradzi	Otilia Morales	Cynthia Ortegon
7/22/2025	Yes	Absent	Vacant	Yes	Yes	Yes	Yes
9/23/2025	Yes	Yes	Vacant	Yes	Absent	Yes	Yes
Revised Appts	Andrew Albonico	Jack Porter	Alvina Miguel-Leon	Marie Luna	Sipho Munyaradzi	Otilia Morales	Cynthia Ortegon
1/27/2026	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5/4/2026	Yes	Absent	Yes	Absent	Yes	Absent	Yes
Attendance:	71%	50%	100%	86%	75%	86%	86%

FINANCIAL IMPACT:

There is no financial impact associated with this report, apart from the staff time required to prepare it. Members of the various City boards, commissions, and committees serve on a voluntary basis and are not compensated for their contributions.

ALTERNATIVES:

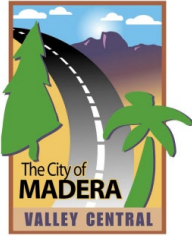
None as this item is for informational purposes only.

ATTACHMENTS:

1. Local Appointments List

LOCAL APPOINTMENT LIST

(Pursuant to California Government Code Section 54972)



On or before December 31 of each year, each legislative body shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the legislative body of the local agency. This list shall be known as the Local Appointments List. The list shall contain the following information: (a) A list of all appointive terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position, (b) A list of all boards, commissions, and

committees whose members serve at the pleasure of the legislative body, and the necessary qualifications for each position.

The City of Madera encourages residents to apply for service on City Boards, Commissions and Committees that are currently vacant or that will have vacancies. To obtain an application or request additional information, please contact the City of Madera, Office of the City Clerk at (559) 661-5405; by visiting the City Clerk Department page at www.madera.gov; or by email at agonzales@madera.gov.

	<i>District</i>	<i>Committee Member</i>	<i>Date Appointed</i>	<i>Term Expires</i>
Americans with Disabilities Act (ADA) Advisory Council	Mayor	Jack Porter	02/05/25	12/01/28
	District 1	Vacant	----	12/01/26
	District 2	Cynthia Ortegon	01/16/19	12/01/28
	District 3	Saim Mohammad	05/04/22	12/01/26
	District 4	Sipho Munyaradzi	01/15/25	12/01/28
	District 5	Gladys Marroquin	08/24/22	12/01/26
	District 6	Diana Robbins	01/06/21	12/01/28
Airport Advisory Commission	Mayor	Jerry Holiday	02/05/25	12/01/28
	District 1	Patrick Civiello	11/05/25	12/01/26
	District 2	Issa Zacharia	05/16/18	12/01/28
	District 3	Vacant	----	12/01/26
	District 4	Maurice Johnson	11/19/25	12/01/28
	District 5	Vacant	----	12/01/26
	District 6	Ramon Lopez-Maciel	01/06/21	12/01/28
Beautification Committee	Mayor	Miguel Gonzalez	02/03/21	12/01/24
	District 1	Karen Huerta	02/07/18	12/01/26
	District 2	Vacant	----	12/01/28
	District 3	Debra M. Basila	03/17/21	12/01/26
	District 4	Robert Gonzalez	05/19/21	12/01/28
	District 5	Agapita Rocha	01/16/19	12/01/26
	District 6	Cynthia Moreno-Procopio	03/17/21	12/01/28
Civil Service Commission	Mayor	Dennis Smith	02/05/25	12/01/28
	District 1	Nick Salinas	02/02/22	12/01/26
	District 2	Vacant	----	12/01/28
	District 3	Vacant	----	12/01/26
	District 4	Shawn Griffin	01/17/24	12/01/28
	District 5	Gloria Toscano	03/19/25	12/01/26
	District 6	Mattie Mendez	05/07/25	12/01/28

LOCAL APPOINTMENT LIST
(Pursuant to California Government Code Section 54972)

	<i>District</i>	<i>Committee Member</i>	<i>Date Appointed</i>	<i>Term Expires</i>
CDBG Block Grant Commission	Mayor	Candace Talley	02/05/25	12/01/28
	District 1	Vacant	----	12/01/26
	District 2	Alyssia Arredondo	03/01/17	12/01/28
	District 3	Vacant	----	12/01/26
	District 4	Cesar Villegas	02/05/25	12/01/28
	District 5	Stevie Wright	04/02/25	12/01/26
	District 6	Diana Mosqueda	02/19/25	12/01/28
Golf Course Advisory Committee	Varies. Includes At-Large Appointments by Type and Appointments by Category	Jose Rodriguez (Councilmember)	09/06/23	12/01/28
		Joseph Hebert (Parks Director)	09/06/23	Continual
		Dan Bacci (SGM Rep.)	09/06/23	Continual
		Dan Riley (Service Organization Rep.)	08/20/25	08/20/27
		Edward McIntyre (Golfer/At-Large Community Member)	08/20/25	08/20/27
		Lisa Gill (Food and Beverage Rep.)	09/06/23	Continual
		Andy Medellin (Non-Golfer/At-Large Community Member)	08/20/25	08/20/27
Loan Review Committee	At-Large Appointment	Elvin Martin	03/1/06	N/A
		John Molina	03/1/06	N/A
		Vacant	----	N/A
		Matilda Villafan	02/20/19	N/A
		Johanna Torres	09/21/22	N/A
Planning Commission	Mayor	Timothy Riche	02/05/25	12/01/28
	District 1	Robert Gran Jr.	01/16/19	12/01/26
	District 2	Abel Perez	03/05/25	12/01/28
	District 3	Saim Mohammad	05/04/22	12/01/26
	District 4	Balwinder Singh	06/02/21	12/01/28
	District 5	Vacant	----	12/01/26
	District 6	Ramon Lopez-Maciell	01/06/21	12/01/28
Transit Advisory Board	Mayor	Andrew Albonico	02/05/25	12/01/28
	District 1	Jack Porter	03/05/25	12/01/26
	District 2	Alvina Miguel-Leon	12/17/25	12/01/28
	District 3	Marie Luna	02/20/19	12/01/26
	District 4	Sipho Munyaradzi	06/18/25	12/01/28
	District 5	Otilia Morales	02/20/19	12/01/26
	District 6	Cynthia Ortegon	02/19/25	12/01/28
Youth Commission	Mayor	Vacant	----	----
	District 1	Vacant	----	----

LOCAL APPOINTMENT LIST
(Pursuant to California Government Code Section 54972)

	District 2	Vacant	----	----
	District 3	Vacant	----	----
	District 4	Vacant	----	----
	District 5	Vacant	----	----
	District 6	Vacant	----	----

LOCAL APPOINTMENT LIST

(Pursuant to California Government Code Section 54972)

GENERAL DESCRIPTION OF BOARDS / COMMITTEES / COMMISSIONS

ADA ADVISORY COUNCIL: Four-year term. The ADA Council is composed of seven members. Appointees shall be residents of the City of Madera. Regular meetings are held the third Tuesday of each month at 3:30 p.m. Each member of the City Council makes a nomination to be considered for appointment by the Mayor.

Responsibilities: Serves in an advisory capacity to the City Council and staff on ADA matters including: promote pedestrian safety and access to all public streets; ensure that all public buildings and facilities, services, programs and activities are in compliance with ADA regulations; promote inclusion of the disabled community in the City's emergency and disaster preparedness plans; develop disability awareness and educational outreach programs; work with the various City of Madera departments to ensure that all public buildings and facilities, remodeled and newly constructed are in compliance with current laws guaranteeing access for all people with disabilities; promote affordable and accessible housing in the community; make recommendations regarding unmet transit needs; and ensure grievance procedures are followed and enforced as described in the ADA bylaws.

AIRPORT ADVISORY COMMISSION: The term of each AAC member shall be in accordance with Section 2-3.101 of the Municipal Code. The Commission is composed of seven members. In addition to City residents, the City Council may appoint non-City residents pursuant to Section 2-3.101 of the Municipal Code, subject to the qualifications outlined in the AAC Rules of Procedure. Commission meetings shall be held quarterly on a date and time determined by a vote of the AAC. Meetings will take place at the Madera Municipal Airport Lobby, located at 4020 Aviation Drive.

Responsibilities: Oversee, review, and make recommendations regarding the airport's annual budget for operational and capital improvement purposes, Airport operations and services, master planning and land use.

BEAUTIFICATION COMMITTEE: Four-year term. The Committee is composed of seven members. Appointees shall be residents of the City of Madera. Regular meetings of the Committee are held every second Thursday of the month at 5:30 p.m. Each member of the City Council makes a nomination to be considered for appointment by the Mayor.

Responsibilities: Serves in an advisory capacity to the City Council and staff on community beautification matters including: develop and formulate programs and projects to enhance the aesthetic appearance of the community; develop an ordinance which will establish landscape standards for new development projects; develop and recommend practices and policies which will enhance and upgrade existing properties; and coordinate periodic community clean up campaigns and encourage public participation therein.

CIVIL SERVICE COMMISSION: Four-year term, with holdovers until new appointment is made. The Commission is composed of seven members, each member of the City Council makes a nomination to be considered for appointment by the Mayor. Appointees shall be residents of the City of Madera. Commissioners shall not be employed with the City nor shall they be under the direct supervision of any existing Council Member. Meetings, as needed, are usually held on the first Tuesday of each month at 5:00 p.m.

Responsibilities: Certification of eligibility lists for hiring employees in the classified service at regularly scheduled meetings; conducts appeal hearings regarding disciplinary action or alleged violations of Civil Service rules and at the request of the City Council or Administrator; special meetings for hearings are scheduled as needed and may require multiple evenings to complete.

CDBG BLOCK GRANT COMMISSION: The Commission is composed of seven members; each member of the City Council makes a nomination to be considered for appointment by the Mayor. Meets during a weekday evening as required. Serves in an advisory capacity to staff and the City Council on matters pertaining to the use of CDBG funds allocated to the City of Madera to benefit persons of low and moderate income, disabled and elderly persons, minority groups, homeless persons, or persons at risk of homelessness and CDBG-funded activities in eligible Census Tracts where CDBG program activities are proposed. Accepts testimony from City staff and applicants presenting proposals to request CDBG funds. Evaluates proposals and recommends CDBG funding allocations consistent with policies, goals and priorities established by the City's CDBG Consolidated Plan and the Vision Madera 2025 Action Plan. Receives testimony from staff and provides comments about the City's CDBG-funded programs and projects overall annual outcomes and accomplishments. Promotes public participation in the CDBG planning process and any amendments.

LOCAL APPOINTMENT LIST
(Pursuant to California Government Code Section 54972)

Golf Course Advisory Committee: The committee consists of a 7-member body and is comprised of the following representatives: City Councilmember serves for Council Term, Parks Director – Continual Term, SGM Representative - Continual Term, Golfer/At-Large Community Member – Two-year Term, Food & Beverage Director/Representative – Continual Term, Non-Golfer/At-Large Community Member – Two-year Term, Service Organization Representative - Two-year Term. This position also has an additional caveat that the service organizations eligible are those that regularly meet at the Course, those being currently the Madera Evening Lions Club and the Morning Rotary Club. These service clubs will rotate representation, with the Madera Evening Lions Club having the initial representative. Should additional service organizations meet at the Course, they would be eligible to be added to the rotation of appointments. The Committee meets on the third Monday of the month at the Madera Municipal Golf Course. Meeting times and location may differ.

Responsibilities: Serve in an advisory capacity to the City Council and staff on local golf course matters including: providing feedback and input on matters related to the golf course operations, improvements, and maintenance; serve as a representative of the local community including golfers, residents, and other stakeholders, to ensure inclusion in decision-making process; serve as a communication channel between the golf course and the community; address and help resolve issues or concerns raised by golfers or community regarding the golf course; offer recommendations for improvements such as upgrades to facilities, landscaping, course layout, or other amenities; provide input on budgetary matters; and contribute to the development of policies and guidelines governing the use and management of the golf course.

LOAN REVIEW COMMITTEE: This committee consists of five members appointed by the City Council comprised of at least three residents of the City of Madera. Members shall possess backgrounds in residential mortgage lending, real estate or the building trades industry. Members do not serve specific terms, nor do they receive compensation/benefits. Meetings of the committee are held as needed to provide for the review of loan and grant applications for first time homebuyer down payment assistance and owner-occupied rehabilitation programs funded by State, Federal and local funds awarded to the City of Madera and from the Successor Agency to the Former Redevelopment Agency. Failure by a Committee member to attend three consecutive meetings shall be deemed an automatic resignation. A significant pattern of absences shall also be considered grounds for removal from the committee. Conflict of interest provisions apply as applicable to committee appointees serving the City of Madera or the Successor Agency to the Former Redevelopment Agency.

PLANNING COMMISSION: Four-year term. The Commission is composed of seven members, each member of the City Council makes a nomination to be considered for appointment by the Mayor. Appointees must reside within the City limits. Meetings are held on the second Tuesday of each month beginning at 6:00 p.m.

Responsibilities: Develop, maintain and amend the General Plan and Specific Plans as deemed appropriate; discretionary approval of development proposals, including subdivisions, use permits, and variances; discuss overall planning for the City, including ordinances, special studies, zoning, subdivisions and signs, with recommendations to the City Council.

TRANSIT ADVISORY BOARD: Four-year term. The Board consists of seven members appointed from a cross section of the community (general public, children, elderly, disabled, students, social service agencies, and minority family). The Board is composed of seven members, each member of the City Council makes a nomination to be considered for appointment by the Mayor. Appointees shall be residents of the City of Madera. Meetings are held quarterly in January, April, July, and September at a time and public place set by the advisory board.

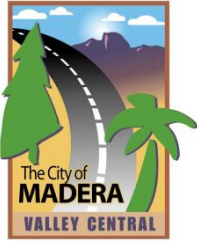
Responsibilities: Recommend to the City Council a five (5) year transit and equipment plan; review, modify transit system proposals.

YOUTH COMMISSION: Two-year term. The Commission is composed of seven members, each member of the City Council makes a nomination to be considered for appointment by the Mayor. The Commission meets on the second Wednesday of each month at 5:00 p.m.

LOCAL APPOINTMENT LIST

(Pursuant to California Government Code Section 54972)

Responsibilities: Serves in an advisory capacity to the City Council about public safety, job opportunities for youth, recreation activities for youth, opportunities for effective participation by youth in governmental process, and changes in city regulations that are necessary to improve the social, economic, educational, recreational advantages, health and well-being of youth.



REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte
Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: July 15, 2026

Agenda Number: B-5

SUBJECT:

Acceptance of grant award from the California Office of Traffic Safety Selective Traffic Enforcement Program

RECOMMENDATION:

Adopt a Resolution accepting the California Office of Traffic Safety Selective Traffic Enforcement Program Grant in the amount of \$99,600 and amending the City's 2026/27 Adopted Budget by \$99,600 to reflect revenues and expenditures related to the grant

SUMMARY:

The State of California Office of Traffic Safety (OTS) sponsors several grant programs to improve the safety of the state's streets and highways. The City applied for assistance to address these issues and has received official confirmation that our application was approved. Specifically, the OTS has awarded the Police Department (MPD) \$99,600 to fund the anti-driving under the influence (DUI) program.

DISCUSSION:

OTS's Selective Traffic Enforcement Program (STEP) focuses on a comprehensive approach to enforce and encourage compliance with seatbelt use, impaired driving, speed limit, and other traffic laws. Education and enforcement are two critical components of collision reduction. The acceptance of the STEP grant will allow the MPD to bolster its enforcement and education efforts in all problem areas previously mentioned.

The grant award for \$99,600 will allow the City to perform overtime operations related to DUI checkpoints and saturation patrols and traffic enforcement operations linked to distracted driving and primary collision factors. These comprehensive programs have long lasting impact in reducing fatal and injury collisions. The grant provides funds to purchase two Lidar speed measuring devices, which use lasers instead of radio waves like radar devices. Lidar can more

accurately target a specific vehicle in high-traffic areas to determine its speed. The grant will also fund expenses related to training personnel to better identify persons under the influence.

The City was previously awarded an OTS grant and successfully managed the award's activities. Last year, Council accepted the STEP grant of \$115,000. The smaller amount compared to last year's accepted grant is primarily due to the City already owning a DUI Checkpoint Supply Trailer, which was procured with last year's grant.

FINANCIAL IMPACT:

Acceptance of the STEP award does not impact the General Fund, but does provide \$99,600 in funding to support our community's law enforcement services. It will assist in offsetting MPD's expenditures for the enforcement of persons driving under the influence and enforcement operations focused on primary collision factors.

ALTERNATIVES:

Council may decline the grant funds or request additional information.

ATTACHMENTS:

1. Resolution accepting the grant award and designating the City Manager as the Authorizing Official to execute all necessary documents
 - a. Exhibit A – Line-item breakdown of proposed budget amendments
2. Grant agreement from the Office of Traffic Safety

RESOLUTION NO. 26-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, ACCEPTING GRANT AWARD FROM THE STATE OF
CALIFORNIA OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC
ENFORCEMENT PROGRAM IN THE AMOUNT OF \$99,600 AND
DESIGNATING THE CITY MANAGER AS THE AUTHORIZING OFFICIAL TO
ACCEPT THE GRANT AWARD AND AMENDING THE FISCAL YEAR 2026/27
ADOPTED BUDGET BY \$99,600 TO ACCOUNT FOR THESE GRANT FUNDS**

WHEREAS, the City of Madera Police Department is responsible for the safety of the citizens of the community; and

WHEREAS, the Madera Police Department spends considerable resources in its efforts to provide frontline law enforcement services to the community; and

WHEREAS, the City Council supports the efforts of the Police Department to secure resources by the most efficient means possible; and

WHEREAS, the State of California Office of Traffic Safety has allocated \$99,600 through the Selective Traffic Enforcement Program to the Police Department; and

WHEREAS, the City Council has authorized the City Manager to accept a grant award in the amount of \$99,600 from the State of California Office of Traffic Safety Selective Traffic Enforcement Program; and

WHEREAS, the amendments to the City of Madera Fiscal Year 2026/2027 Budget, listed in Exhibit A, attached hereto, are necessary to account for receipt of the grant funds and related expenditures.

WHEREAS, the grant funds will support traffic enforcement operations to mitigate impaired driving and primary collision factors.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines, and orders as follows:

1. The foregoing recitals are true and correct.
2. The grant award of \$99,600 from the State of California Office of Traffic Safety is accepted.
3. The appropriations for the items listed in Exhibit A, attached hereto, are approved.
4. The City Manager is designated as the Authorizing Official to accept the grant on the City's behalf and execute all related necessary documents related to the grant.

5. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT A

CITY OF MADERA FISCAL YEAR 2026/27 BUDGET AMENDMENT FOR DUI ENFORCEMENT GRANT

FUND	ORG CODE	PROJECT CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
OTS DUI ENFORCEMENT						
4790	47900000	27OTS	4458	DUI Enf & Awareness Grant		99,600
4790	47900000	27OTS	5100	Salaries/Overtime	88,600	
4790	47900000	27OTS	6518	Other Supplies	3,000	
4790	47900000	27OTS	6530	Conference Training & Education	3,000	
4790	47900000	27OTS	7000	Vehicles and Equipment	5,000	
TOTALS					99,600	99,600

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Madera	3. Grant Period From: 10/01/2026 To: 09/30/2027
4. AGENCY UNIT TO ADMINISTER GRANT Madera Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$99,600.00 Allocation is contingent upon availability of federal funds.	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access <p>*The item shown with an asterisk (*), is hereby incorporated by reference and made a part of this agreement as if attached hereto. This document can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>Use of OTS Grant Agreement template in lieu of the California Model Agreement (CMA) The California Office of Traffic Safety (OTS) utilizes its standardized OTS Grant Agreement template for awards. The format, structure, and uniformity of the OTS Grant Agreement template allows for processing through Grant Electronic Management System (GEMS). OTS’s approach to using the OTS Grant Agreement template is consistent with the California Model Agreement (CMA) developed by University of California Office of the President (UCOP) and directed by the Department of General Service (DGS). For more information, please review the OTS Grant Program Manual.</p> <p>Pre-Agreement Work No work shall commence and no costs shall be incurred prior to the grant start date or the grant agreement being fully signed and executed. Any such costs are incurred at the grantee’s own risk and may not be reimbursed.</p>	

10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		\$99,600.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		
				\$99,600.00		
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above, notwithstanding allocations contingent on availability of federal funds.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		
				\$ 0.00		
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE		
				\$99,600.00		

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.
 The City of Madera is located in the central valley of the state and our primary industry is agriculture, which requires our residents to drive a lot and also requires other to utilize our roads for deliveries and services. Our community has limited access to public transportation due to our city size and geographical location. The city has several major thoroughfares, two of the largest are Highway 99 and State Route 145. These two major thoroughfares traverse through our city brining additional vehicles, commercial vehicles, and drivers into our city and onto our roads. Additionally because we are an agriculture hub, we see in increase in traffic during harvest seasons. Madera Police Department's opportunity to receive funds from OTS will provide the city to have access to safer roadways through a continued commitment to additional traffic enforcement, equipment, education, and publicity.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).
 The Madera Police Department investigated a total of 655 crashes in 2025. There were 4 fatal crashes which resulted in 5 persons succumbing to fatal injuries, this number doubled as compared to last year. Alcohol was the cause of one of the fatal crash, while the other three were the result of right-of-way violations. The department investigated 106 injury crashes that resulted in 140 people sustaining injuries as a result of these crashes. The department investigated 73 DUI related crashes, which resulted in one fatality, 14 injury crashes and 21 persons injured as a result of DUI impairment. Other crashes investigated were attributed to right-of-way violations, unsafe turning, speed violations and DUI violations. Our crash number have remained consistent, but we did see an increase in fatal crashes and alcohol related crashes. The department has much work to be done and the award of this grant will help combat these challenges the department is facing.

Define the target population the grant intends to serve and how they are affected by the problem(s).
 The entire population of the City of Madera is the target, as there is a widespread issue in Madera involving multiple groups of roadway users, drivers, bicyclists, and pedestrians.

2. PERFORMANCE MEASURES	
A. Goals:	
<ol style="list-style-type: none"> 1. Reduce the number of persons killed in traffic crashes. 2. Reduce the number of persons injured in traffic crashes. 3. Reduce the number of pedestrians killed in traffic crashes. 4. Reduce the number of pedestrians injured in traffic crashes. 5. Reduce the number of bicyclists killed in traffic crashes. 6. Reduce the number of bicyclists injured in traffic crashes. 7. Reduce the number of persons killed in alcohol-involved crashes. 8. Reduce the number of persons injured in alcohol-involved crashes. 9. Reduce the number of persons killed in drug-involved crashes. 10. Reduce the number of persons injured in drug-involved crashes. 11. Reduce the number of persons killed in alcohol/drug combo-involved crashes. 12. Reduce the number of persons injured in alcohol/drug combo-involved crashes. 13. Reduce the number of motorcyclists killed in traffic crashes. 14. Reduce the number of motorcyclists injured in traffic crashes. 15. Reduce hit & run fatal crashes. 16. Reduce hit & run injury crashes. 17. Reduce nighttime (2100 - 0259 hours) fatal crashes. 18. Reduce nighttime (2100 - 0259 hours) injury crashes. 	
B. Objectives:	Target Number
<ol style="list-style-type: none"> 1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be 	1

emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly. Report on the outcomes of the "DUI BOLO" program.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	10
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	5
6. Send law enforcement personnel to the DRE Recertification training.	1
7. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	8
8. Conduct DUI Saturation Patrol operation(s).	12
9. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	3
10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	10
11. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	1
12. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
13. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	1
14. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	1

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of \$5,000 more (including tax and shipping) must comply with the Buy America Act.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO

may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.

- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate the reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.

- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so the OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of the event within 7 days following significant grant-related event or program. The OTS PIO and your OTS grant coordinator should still be notified in advance when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year must be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines and FAQs](#).
- Email the OTS PIO at pio@ots.ca.gov or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164ID-27	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$72,200.00
402PT-27	20.600	State and Community Highway Safety	\$17,400.00
405e DDA-27	20.616	Distracted Driving Awareness	\$10,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164ID-27	\$3,550.00	8	\$28,400.00
DUI Saturation Patrols	164ID-27	\$2,800.00	13	\$36,400.00
Collaborative DUI Enforcement	164ID-27	\$2,200.00	2	\$4,400.00
Traffic Enforcement	402PT-27	\$1,350.00	3	\$4,050.00
Street Racing and Sideshow Enforcement Operations	402PT-27	\$3,000.00	1	\$3,000.00
Pedestrian and Bicycle Enforcement	402PT-27	\$1,350.00	1	\$1,350.00
Traffic Safety Educational Presentations	402PT-27	\$500.00	2	\$1,000.00
Distracted Driving Enforcement	405e DDA-27	\$1,000.00	10	\$10,000.00
Category Sub-Total				\$88,600.00
B. TRAVEL EXPENSES				
In State Travel	402PT-27	\$3,000.00	1	\$3,000.00
				\$0.00
Category Sub-Total				\$3,000.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164ID-27	\$3,000.00	1	\$3,000.00
Lidar Device	402PT-27	\$2,500.00	2	\$5,000.00
Category Sub-Total				\$8,000.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$99,600.00

GRANT AGREEMENT

Schedule B-1

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Safety Educational Presentations - Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel.
Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. Anticipated travel may include the OTS Traffic Safety Summit, OTS Traffic Safety Law Enforcement Forum, and GHSA Annual Meeting. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES
-
EQUIPMENT
-
OTHER DIRECT COSTS
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device Supplies, PAS Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.
Lidar Device - Light detection and ranging device used to measure the speed of motor vehicles. This device will be used for speed enforcement. Costs may include lidar devices, batteries, tax, and shipping.
INDIRECT COSTS
-
STATEMENTS/DISCLAIMERS
There will be no program income generated from this grant.
Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.

Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

The OTS grant funded activities must be separate from other grant funded program activities and maintained under separate accounting tracking codes (example: the same DUI checkpoint may not be funded by both the CHP Cannabis Tax Fund and the OTS).

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

**Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants
(23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)**

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (*23 U.S.C. 324 et seq.*), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794](#) et seq.), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101](#) et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#)

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [\[U\]](#) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE **(applies to subrecipients as well as States)**

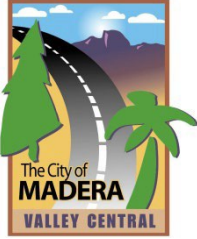
The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.



REPORT TO CITY COUNCIL

Approved by:

Handwritten signature of Keith Helmuth in blue ink.

Keith Helmuth, City Engineer

Handwritten signature of Arnaldo Rodriguez in blue ink.
Arnaldo Rodriguez, City Manager

Council Meeting of: July 15, 2026

Agenda Number: B-6

SUBJECT:

Temporary Use of 103 East Yosemite Avenue (APN:007-101-011) for Construction Staging

RECOMMENDATION:

Adopt a Resolution Approving the Limited License to Enter Agreement with Cal Valley Construction Inc. with the Caltrans Downtown Madera Preventative Maintenance and Road Diet Project No 06-0Y1804

SUMMARY:

The State of California (Caltrans) has awarded a contract for the Caltrans Downtown Madera Preventative Maintenance and Road Diet Project No 06-0Y1804 to Cal Valley Construction. As part of the construction activities for the project, Cal Valley Construction Inc. has requested to use a parcel owned by the City at the northeast corner of Yosemite Avenue and E Street (103 East Yosemite Avenue), for staging and storage of materials, supplies, tools, and equipment related to construction of the Project.

DISCUSSION:

The Limited License to Enter Agreement (Agreement) defines the location, duration, and conditions of the temporary use of City-owned vacant parcel by Cal Valley Construction (Cal Valley). The Agreement ensures that the City retains control of its property while allowing the contractor access to use the site for staging and storage of materials and equipment near the construction activities to take place.

The Agreement does not extend beyond project-related needs and does not exceed 12 months. All use of the property will be subject to the terms outlined in the agreement, including restoration and compliance requirements. Specifically, Cal Valley shall provide temporary fencing that will be gated and locked outside of work hours. Cal Valley has agreed to a flat fee of \$6,000 for use of the property.

The Agreement is included as Exhibit A to the resolution for City Council consideration and approval.

FISCAL IMPACT:

Approval of the Agreement does not require the appropriation of additional funds. No new costs will be incurred by the City because of this Agreement. Funds collected shall be deposited in the Economic Development Fund, Account 42500000-4657.

ALTERNATIVES:

As an alternative, the Council may elect to:

1. Not approve the proposed Agreement
2. Direct staff to revise the Agreement and return to Council for further consideration.

ATTACHMENTS:

1. Location Map
2. Resolution
Exhibit A – Limited License to Enter Agreement

Attachment 1

Location Map

LOCATION MAP



CITY OF MADERA
ENGINEERING DEPARTMENT
428 E. YOSEMITE AVE
MADERA, CA 93638

103 E YOSEMITE AVE
APN 007-101-011

DR BY: EP
CH BY: TL
DATE: 10/01/20
SCALE: NTS
SHT 1 OF 1

Attachment 2

Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING A LIMITED LICENSE TO ENTER AGREEMENT WITH CAL VALLEY
CONSTRUCTION INC ASSOCIATED WITH THE CALTRANS DOWNTOWN
MADERA PREVENTATIVE MAINTENANCE AND ROAD DIET PROJECT NO
06-0Y1804**

WHEREAS, the State of California (Caltrans) is undertaking the Caltrans Downtown Madera Preventative Maintenance and Road Diet Project No 06-0Y1804 (“Project”); and

WHEREAS, The State of California has awarded the Project to Cal Valley Construction Inc; and

WHEREAS, Cal Valley Construction (“Licensee”) has requested temporary access to certain City of Madera facilities located at the northeast corner of Yosemite Avenue and E Street also known as 103 East Yosemite Avenue, and;

WHEREAS, the site shall be used for the staging and storage of materials, supplies, tools, and equipment related to construction of the Project; and

WHEREAS, the requested access is for a period not to exceed twelve (12) months and is governed by a Limited License to Enter Agreement (Agreement) between the City and Licensee; and

WHEREAS, the License to Enter Agreement sets forth the terms and conditions under which such temporary use may occur; and

WHEREAS, approval of the Agreement will facilitate timely completion of the Project; and

WHEREAS, no additional funds are required to be appropriated for this purpose.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA hereby finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The City Council approves the License to Enter Agreement with Cal Valley Construction, Inc, which is attached hereto as Exhibit A.
3. This resolution is effective immediately upon adoption.

Exhibit A to Attachment 2

License to Enter Agreement

LIMITED LICENSE TO ENTER AGREEMENT

THIS LIMITED LICENSE TO ENTER AGREEMENT (this “**Agreement**”), dated as of this _____ day of _____, 2026 (“**Agreement Date**”) is made and entered into by and between the CITY OF MADERA, a municipal corporation (“**City**”) and Cal Valley Construction Inc. (“**Licensee**”). City and Licensee are sometimes hereinafter individually referred to as a “**Party**” and jointly as the “**Parties**”.

RECITALS

- A. City owns that certain real property consisting of parcels located at 103 EAST YOSEMITE AVENUE in the City of MADERA (APN No. 007-101-011) and more specifically described on Exhibit “A” (“**City Property**”).
- B. City and Licensee have agreed that Licensee may enter City Property for the purpose of specified below.

TERMS

NOW, THEREFORE, for good and valuable consideration, City and Licensee hereby agree as follows:

1. Grant. Subject to the terms of this Agreement, City grants to Licensee, at Licensee's sole cost, expense and risk, a license to enter City Property for the limited purposes of staging for a project (“**Staging Work**”) to be used for Licensee to park vehicles and store materials and equipment for a project being undertaken. City shall have the right, but not the obligation, to have an employee present at all times of entry by Licensee, its agents, employees or contractors.

2. Term. This Agreement shall commence on the August 1, 2026 and terminate on August 1, 2027 unless sooner terminated pursuant to Section 8.

3. Consideration. As consideration for this Agreement, Licensee shall pay the non-refundable sum of **Six Thousand Dollars (\$6,000.00)** as of the Agreement Date (“**Licensee Fee**”). Furthermore, Licensee shall also install at its sole cost and expense temporary fencing for the City Property that shall be gated and locked during non-working hours and provide providing traffic control and flag operators (during peak traffic hours).

4. Compliance with Law; Remediation Work. At Licensee's sole cost and expense, Licensee shall promptly obtain all permits required by any applicable governmental City having jurisdiction and perform all Staging Work strictly in compliance with all applicable laws and the permits and in accordance with the plans and requirements approved by City including taking such steps as specified by City or its consultants to prevent the release of hazardous materials upon City Property. Notwithstanding the foregoing Licensee shall be liable for the cost to remediate all hazardous substances caused to be deposited by Licensee or anyone acting for, on behalf of, or under it during the term of possession of City Property under the Agreement.

5. Notice Prior to Entry. Prior to the initial entry onto City Property, Licensee shall provide the certificate of insurance pursuant to Section 9 and copies of all government permits in accordance with Section 4. Prior to each proposed entry, Licensee shall provide City with written request which shall include the date(s) and time(s), the specific purpose of intended entry, and the names and affiliations of the persons entering City Property. Upon entry, Licensee shall conduct all Staging Work in a diligent, expeditious and safe manner, and shall not allow any dangerous or hazardous conditions to exist on City Property at any time including after completion of the Staging Work.

6. Mechanic's Liens. Licensee shall keep City Property free and clear of all mechanic and materialmen's liens, lis pendens and other liens arising out of the entry and Staging Work performed under this Agreement.

7. Indemnity. Licensee shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Licensee's performance of its obligations under this agreement or out of the operations conducted by Licensee, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Licensee's performance of this agreement, the Licensee shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

8. Termination. If Licensee violates this Agreement, City may terminate this Agreement by providing written notice of such election to terminate Licensee, provided, however that Licensee's obligations under Sections 4, 5, 6 & 7 as well as Sections 11 through 21, inclusive, shall survive termination. Licensee may elect to terminate this Agreement upon written notice to City, however, the License Fee shall not be prorated and shall be retained by City. Upon completion of the Staging Work, this Agreement shall terminate. At termination the Parties shall mutually inspect City Property and City shall confirm that City Property is in satisfactory condition so as to release Licensee from obligations.

9. Insurance. During the term of this Agreement, Licensee shall comply with the insurance requirements as described in Exhibit "B" -Insurance Requirements.

10. Assignment. Licensee may not assign this Agreement or any of its rights or obligations to any third party or entity without the prior written consent of City which may be withheld in its sole and absolute discretion. Notwithstanding the foregoing, Licensee may retain licensed contractors to enter the City Property and perform the Staging Work but Licensee shall remain fully liable for all acts of such contractors.

11. Notices. Any notices, demands or communications under this Agreement between the Parties shall be in writing, and may be given either by (i) personal service, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return receipt requested ("**US Mail**"), addressed to each Party as set forth on the signature page of this Agreement or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date so delivered, or three (3) business days after deposit into the U.S. Mail.

12. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that a court of competent jurisdiction in Madera County shall be the sole venue and jurisdiction for the bringing of such action.

14. Legal Fees and Costs. In the event of any litigation or other legal proceeding including, but not limited to, arbitration or mediation between the parties arising from this Agreement, the prevailing Party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorney's fees) incurred in the proceeding.

15. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the subject matter of this Agreement.

16. Construction. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against a party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

17. Modifications in Writing. Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of Licensee and City.

18. No Waiver. The failure of a Party to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that Party's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall be deemed but one and the same instrument, and a facsimile copy of such execution shall be deemed an original.

20. Incorporation of Recitals and Exhibit. The Recitals and Exhibits "A" and "B" are hereby incorporated into the Agreement and made a part thereof by this reference.

21. Qualification; Authority. Each individual executing this Agreement on behalf Licensee represents, warrants and covenants to City that (a) such person is duly authorized to execute and deliver this Agreement on behalf of such entity in accordance with authority granted under the organizational documents of such entity, and (b) such entity is bound under the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

"LICENSEE"

Cal Valley Construction Inc.

By: _____

Its: _____

Dated: _____, 2026

Address for Notice:

Tony Storelli
Cal Valley Construction Inc.
5125 N Gates Ave Ste 102
Fresno, CA 93722

"CITY"

CITY OF MADERA, a municipal corporation

By: _____

Its: _____

Dated: _____, 2026

Address for Notice:

City of MADERA
Arnoldo Rodriguez City Manager
205 West 4th Street
Madera, CA 93637

Exhibit "A"

LEGAL DESCRIPTION OF CITY PROPERTY

That certain real property in the City of MADERA, County of Madera, State of California, legally described as follows:

For APN/Parcel ID(s): 007-101-011

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lots 5, 6 and 7 in Block 39 of the Town, now city of Madera, according to map entitled, "Map of the Town of Madera", filed and recorded in the office of the Fresno County Recorder, CA,, 3-1-1887, in Vol. 3 of Maps at page 40.

EXCEPTING THEREFROM the Northwesterly 18.35 feet of Lot 5, and

All that portion of Lot 5 in Block 39, City of Madera, as shown and designated on map recorded in Vol. 3 of Maps, page 49, Records of Fresno County, CA, bounded and described as follows:

Beginning at a point on the Northeasterly line of said Lot 5, 18.35 feet SE of the Northeasterly corner of said Lot 5, thence Southwesterly along a line parallel to the Northwesterly line of Lot 5, a distance of 96.8 feet, thence Northwesterly along a line parallel to the Northeasterly line of Lot 5, a distance of 7.45 feet, thence Northeasterly along a line parallel to the Northwesterly line of Lot 5, a distance of 68.7 feet, thence Southeasterly along a line parallel to the Northeasterly line of Lot 5, a distance of 7.2 feet, thence Northeasterly along a line parallel to the Northwesterly line of Lot 5, a distance of 28.1 feet, thence Southeasterly along the Northeasterly line of Lot 5, a distance of .25 feet to the point of beginning.

Exhibit "B"

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

- Contractor shall maintain limits no less than: \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and \$1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

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 Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation

Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

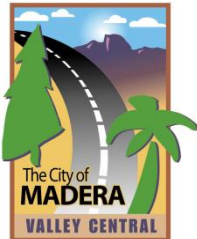
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.



REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte
Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: July 15, 2026

Agenda Number: B-7

SUBJECT:

Second Reading and Adoption of an Ordinance Amending the City's Municipal Code Relating to Livestock

RECOMMENDATION:

Waive full reading and adopt by title only an ordinance of the City Council of the City of Madera Amending Subsection (A) of Section 5-1.31 of Chapter 1 of Title V of the Madera Municipal Code regarding allowable chicken livestock

SUMMARY:

The City Council (Council) introduced an amendment to the City's Municipal Code at its July 1 meeting. Changes to the Municipal Code generally require two readings. This represents the second reading and adoption.

The current ordinance for livestock does not contain clear language regarding male chickens (roosters). Roosters have generated noise complaints throughout the City and increase the level of response needed by the Police Department and Code Enforcement. The proposed changes only allow hens and pullets within City limits.

DISCUSSION:

For several years, the City has experienced an increase in the calls for service regarding excessively noisy roosters. The proposed ordinance amendment updates the City's livestock regulations to permit only hens and pullets within City limits and prohibits the keeping of roosters. Roosters are a frequent source of noise complaints and have contributed to ongoing neighbor disputes due to their unpredictable and persistent crowing throughout the day. The amendment balances residents' interest in maintaining backyard poultry while promoting neighborhood compatibility and reducing enforcement issues related to excessive noise.

FINANCIAL IMPACT:

There is no cost to the City.

ALTERNATIVES:

Council may direct staff to explore additional regulations for roosters, such as setback requirements, limits on the number of animals allowed, or enhanced nuisance abatement provisions. While this approach could provide additional controls, it may be more difficult to enforce and may not fully eliminate the noise impacts and neighborhood conflicts associated with keeping roosters in residential areas.

ATTACHMENTS:

1. Proposed Livestock Municipal Code

ATTACHMENT 1

Proposed Ordinance amending the
Municipal Code regarding livestock

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA
AMENDING SUBSECTION (A) OF SECTION 5-1.31 OF CHAPTER 1 OF TITLE V
OF THE MADERA MUNICIPAL CODE REGARDING ALLOWABLE CHICKEN
LIVESTOCK**

WHEREAS, the city has established standards governing the keeping of livestock within the city limits; and

WHEREAS, the City Council has determined that the provisions applicable to chickens should be updated and clarified to distinguish between permissible female chickens and prohibited male chickens; and

WHEREAS, the City Council finds roosters create noise-related nuisances due to crowing and may adversely affect neighboring properties and the quiet enjoyment of residential neighborhoods; and

WHEREAS, the prohibition of roosters while allowing hens and pullets promotes compatibility with surrounding residential uses, reduces nuisance complaints, and protects the public health, safety, and welfare; and

WHEREAS, the City Council now desires to amend section 5-1.31 of the Madera Municipal Code to clarify that only hens and pullets may be kept as allowable chickens within the areas of the City regulated by that section.

NOW THEREFORE, the City Council of the City of Madera does ordain as follows:

SECTION 1. The above recitals are hereby incorporated by reference.

SECTION 2. This Ordinance is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question would have a significant effect on the environment, as it will remove a source of environmental noise,, the activity is not subject to CEQA.

SECTION 3. Subsection (A) of Section 5-1.31 of Chapter 1 of Title V of the Madera Municipal Code is hereby amended to read in its entirety as follows:

(A) Livestock kept within areas of the city limits must be kept according to the following. This would include, but not be limited to horses, mules, burros, pigs, cows, sheep, goats, chickens (hens and pullets only), ducks, rabbits:

(1) No more than three may be kept at any one location, or as determined by other applicable city ordinance or the Planning Commission.

(2) Animals must be contained in an enclosed pen, which must be enclosed on all sides including the top where required to keep such livestock contained and not permitted to wander loose.

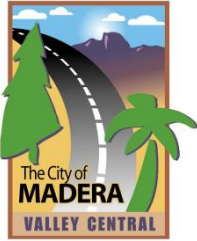
(3) Animal pens must be maintained in a sanitary manner, so as not to cause a health hazard or odor problem.

(4) Any such animals creating a public nuisance, such as complaints received of noise shall be subject to a hearing process to determine if said animals must be removed from the city limits. Such hearing by designated persons will be held as specified in § 5-1.33.

(5) No such animals shall be slaughtered, butchered or killed in residential areas, or in commercial areas not authorized for this purpose.

SECTION 4: If any article, section, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Chapter. The Council hereby declares that it would have adopted this chapter and adopted each article, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more articles, sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 5: This ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation.



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: July 15, 2026

Agenda Number: B-8

SUBJECT:

2027 Benefit Plan Renewals

RECOMMENDATION:

Adopt a Minute Order approving renewal of the City's existing benefit plans

SUMMARY:

The City of Madera offers health and ancillary benefits to its employees through an Internal Revenue Service (IRS) Section 125 cafeteria-style plan. The City's Section 125 plan includes medical, dental, and vision insurance benefits; group life insurance buy-up and accidental death and dismemberment benefits for employees, spouses, and dependents; a medical expense flexible spending account (FSA) option; and a dependent care FSA option. The City's contribution towards individual employee health insurance is a negotiated item in the various Memorandums of Understanding (MOUs) between the City and bargaining units. The Section 125 plan allows employees to use the City's contribution to pay premiums on a pre-tax basis.

For plan year 2027, the medical, dental, life, and long-term disability plans are open for renewal and revised rates; vision insurance and the FSA are in multi-year rate locks. Overall, the City's renewal for the 2027 plan year is favorable considering the current market. Medical plans through Anthem and Kaiser will experience an increase of 11.1%, the Delta Dental plan will increase by 3%, and the life and long-term disability plans were issued a rate pass (no change to current rates).

In addition to standard health benefits as noted above, as a requirement for participation in the Central San Joaquin Risk Management Authority (CSJVRMA), the City provides an Employee Assistance Program (EAP). The City participates under the CSJVRMA's agreement for services with SimpleEAP and does not contract directly with the provider. There is no change to the EAP premium rate.

DISCUSSION:

Medical Plan

In 2021, the City joined PRISM for health benefits. PRISMHealth is a public entity risk-sharing pool that is focused on creating value and long-term stability in the provision of benefits to public entity employees. The City’s insured population count makes sustaining stand-alone, fully insured plans through multiple carriers difficult and has historically subjected the City to rate volatility in the open market. Since joining PRISMHealth, the City has been able to offer employees a choice of four (4) medical plans: Anthem Core, Anthem Buy-up, Kaiser Core, and Kaiser Buy-up. The plan design for these four (4) options are summarized in Table 1.

Table 1: Summary of Medical Insurance Plan Designs				
<i>Plan Benefit</i>	<i>Anthem PPO</i>		<i>Kaiser Permanente HMO</i>	
	<i>Core</i>	<i>Buy-Up</i>	<i>Core</i>	<i>Buy-Up</i>
Deductible Self Family	\$500 \$1,000	None	\$300 \$900	None
Annual Out-of-Pocket Maximum Self Family	\$3,000 \$6,000	\$1,000 \$2,000	\$2,500 \$7,500	\$1,500 \$3,000
Office Visits Primary Care or Specialist	\$20	\$10	\$30	\$10
Urgent Care	\$20	\$10	\$30	\$10
Emergency Room (waived if admitted)	\$250 + 20%	\$50	\$75	\$50
Outpatient Surgery	20%	\$100	20%	\$10/procedure
Inpatient Hospital Stay	20%	\$100 per day (up to 7 days)	20%	No Charge
Pharmacy - Retail	<i>Administered by Navitas effective</i>			
RX Copay Out of Pocket Max	\$2,000	\$1,000	Combined with Medical	
Tier 1 Tier 2 Tier 3 Tier 4 or Specialty	\$15 \$30 \$50 30% up to \$500	\$10 \$25 \$40 30% up to \$500	\$10 \$30 \$30 \$30	\$10 \$10 \$10 \$10

PRISMHealth determines annual renewal rates by overall pool performance and cost of claims. Additionally, reserves can be utilized when prudent to off-set large expenses to manage premium volatility, such as when health plans saw a significant uptick in total claims in 2022 as care that was deferred during the COVID pandemic was sought. PRISMHealth members are additionally evaluated for an individual Claims Performance Risk Adjustment (CPRA) based on a review of up to 3 years of the entity’s loss ratio data compared to the overall pool. This analysis can lead to an adjustment of plus or minus 7.5% to the pool renewal rate. CPRA cannot be applied more than

once in a two (2) year period. The City last received a CPRA renewal for 2026 and is not eligible for plan year 2027.

The City’s PRISMHealth pool renewal rate for 2027 is 10.77%. As was the case with the last renewal, the program continues to see significant pharmacy spend as a major cost driver, led by specialty drugs, as well as several other factors described below. Figure 1 depicts the major cost drivers for the PRISMHealth program that affected this renewal.

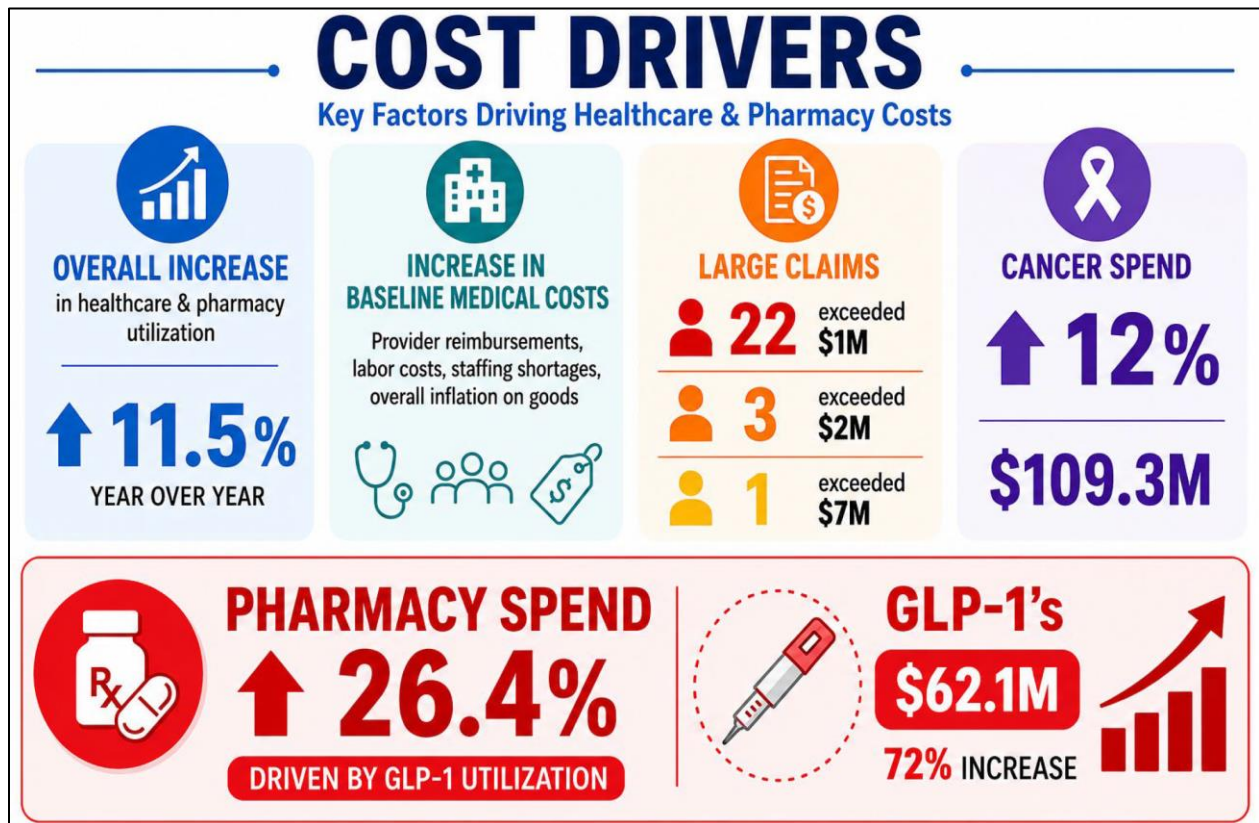


Figure 1. Major Cost Drivers for 2027 PRISMHealth renewal rates

Provider Cost Increases: Absent COVID, medical cost trend has reached a 10-year high and is expected to remain at elevated levels, currently 8.5% - 9%. This is driven by labor costs, staffing shortages, and general inflation in the price of goods.

Specialty Drugs – autoimmune and oncology therapies: specialty drugs and biologics include such treatments as transfusion and infusion of human cells to replace or repair damaged tissues and/or cells. These treatments can range from \$400,000 - \$500,000 per treatment. Additionally, the Food and Drug Administration (FDA) has approved several gene therapies for rare diseases and conditions that can cost between \$1 million and \$5 million per dose. While these drugs are providing new hope and supporting care, they do come at a cost to plans. Specialty pharmaceuticals now represent more than 50% of total pharmacy expenditures and continue to be one of the fastest-growing healthcare cost drivers.

Specialty Drugs – GLP-1’s: GLP-1’s and their use for weight loss has grown exponentially. Total GLP-1 spend for the PRISMHealth program in 2023 was approximately \$15.8 million, ballooning to \$54.5 million in 2025. The program took action to manage access for non-diabetic GLP-1 prescriptions for the 2026 plan year, requiring individuals to participate in a food-as-medicine program and meet stringent criteria related to body mass index and supervised weight loss goals. While this curtailed weight loss GLP-1 use, the program will no longer cover weight loss only GLP-1 prescriptions beginning January 1, 2027. Many direct-to-consumer programs exist for weight loss only GLP-1’s and the product can be procured on the open market for the same or less than the plan’s existing co-pay. The PRISMHealth program initially considered a renewal that included continued weight loss only GLP-1 coverage, however the renewal rate for that coverage was 15.96%. Removal of this coverage reduced the program’s renewal to the current 10.77%.

Higher Cost Treatments due to advances in Technology: While medical advances have transitioned diagnoses such as cancer and organ failure from terminal conditions to chronic conditions, the related therapies and lifelong management of the conditions have increased the frequency of high-cost claims (>\$1 million), with stop loss carriers seeing increases of up to 45% in the number of million-dollar claims. For the first time in it’s history, the PRISMHealth program experienced a claim exceeding \$5 million. To address this trend of increasing large claims, the program is proceeding with the purchase of stop loss coverage to limit exposure to the pool membership.

Specific to the City of Madera’s medical insurance plans, the City’s premium renewal is 11.1% based on the specific plans within the PRISMHealth pool the City participates in. Table 2 summarizes the existing 2026 rates and the 2027 renewal rates.

Table 2: Monthly Medical Plan Premiums (dollars)						
<i>Enrollment Level</i>	<i>2026 Plan Premiums (current)</i>			<i>2027 Plan Premiums (renewal)</i>		
	<i>Employee Only</i>	<i>Employee+1</i>	<i>Employee +Family</i>	<i>Employee Only</i>	<i>Employee+1</i>	<i>Employee +Family</i>
Anthem Core	1,081	1,968	2,821	1,201	2,186	3,134
Anthem Buy-up	1,190	2,164	3,104	1,322	2,404	3,449
Kaiser Core	987	1,794	2,573	1,097	1,993	2,859
Kaiser Buy-up	1,107	2,015	2,889	1,230	2,239	3,210

The City’s broker did solicit medical plan proposals from the open market to determine if continued participation in the PRISMHealth pool was in the City’s best interests. Most carriers declined to quote, however Anthem did provide a proposal at a 24% increase to the City. Staff does not recommend leaving the PRISMHealth pool for medical benefits. While the current renewal dipped into double-digits, the City joined the PRISMHealth pool in 2021 to smooth rate volatility and provide more plan options for employees. These goals continue to be met.

Dental

In July 2021, the City moved dental insurance into the PRISM pool as well, opting for a Delta Dental plan. For 2027, the program’s initial renewal rate was 5%, however the program used

unrestricted equity to buy-down the rate by 2%, resulting in an overall 3% rate increase for the City. A comparison of monthly dental premiums for 2026 and 2027 is shown in Table 3.

Table 3: Monthly Dental Plan Premiums (dollars)			
	<i>Employee Only</i>	<i>Employee+1</i>	<i>Employee +Family</i>
2026 Plan Premiums (Current)	26.50	55.50	102.70
2027 Plan premiums (Renewal)	27.30	57.20	105.80

Vision

The City Council approved a change to VSP for vision insurance effective July 1, 2026. This change included an 18-month rate lock through December 2027. The VSP plan is purchased through the PRSIM pool as well.

Life and Long-Term Disability Insurance

The City provides basic life insurance and dependent life insurance for employees and their dependents. Employees may purchase additional voluntary life insurance at their own expense. The City also provides long-term disability insurance that provides income protection after a ninety (90) day waiting period for disabling illnesses and conditions that prevent an employee from working. The City purchases the life and long-term disability plans through the PRISM pool from Lincoln Financial. For the 2024 renewal, the City was offered a three (3) year renewal with a rate pass through December 2026. For 2027, that rate pass has been extended one additional year and there will be no change to premiums.

Employee Assistance Program (EAP)

As a participating member of CSJVRMA, the City is required to offer an EAP. EAP plans offer limited mental health counseling services to address immediate needs, with the intent to help individuals who need long-term mental health assistance find an appropriate provider within their medical network to take over care. The plan also provides assistance in managing issues with daily life challenges such as finding childcare, elder care, or basic legal services; services to assist when life’s challenges affect work performance; counseling services for interoffice conflict resolution; and critical incident response services. CSJVRMA contracts with SimpleTherapy for these benefits and under the most recent contract, provides wellness benefits through the same provider. The premium for the EAP and Wellness plans is \$2.15 per employee per month.

IRS Section 125 Plan

The City’s IRS Section 125 Plan provides an opportunity for employees to pay health insurance premiums on a pre-tax basis. In addition, the Section 125 Plan also includes FSAs for both medical and dependent care expenses. The medical FSA is authorized to match the annual IRS limit, currently \$3,400 per plan year. The IRS adjusted the limit for dependent care expense FSAs in 2026 for the first time since their inception in 1986, and this plan limit is now \$7,500 per plan year. Employees may elect participation through pre-tax payroll deductions into the FSA plans.

The medical FSA monies can be used for out-of-pocket expenses for co-pays, deductibles, eligible over-the counter items such as cold medicine and acne products, vision services, glasses, contacts, dental services, and orthodontic services. The dependent care FSA monies can be used to pay for expenses related to preschool, daycare, summer care, and similar dependent childcare situations. These plans are currently administered by P&A.

FINANCIAL IMPACT:

Health plan premiums (medical, dental, and vision) are paid by employees through payroll deductions. The City’s contributions toward health insurance are negotiated with the bargaining units and captured in the applicable MOUs. The MOUs state that the City’s contribution will be equal to the Core plan for Anthem or Kaiser, plus dental, plus vision insurance at each enrollment level through the term of the MOUs, or June 30, 2027. Table 4 provides an estimate based on current enrollment of the increased cost to the City for health contributions. These amounts will begin in January 2027 and were included in the adopted fiscal year 2026/27 operating budget.

Table 4: Estimated Cost to City based on MOU Provisions and Renewal Premiums

<i>Plan/Tier</i>	<i>Current Enrollment Count</i>	<i>Annual Increase to City Contribution per Employee*</i>	<i>Total Annual Increase to City Contribution*</i>
Anthem EE Only	43	\$1,450	\$62,333
Anthem EE+1	29	\$2,636	\$76,456
Anthem EE+Family	81	\$3,793	\$307,250
Kaiser EE Only	18	\$1,330	\$23,933
Kaiser EE+1	8	\$2,408	\$19,267
Kaiser EE+Family	16	\$3,469	\$55,507
Total Estimated 2027 Health Increase (January - December)			\$544,746

**Rounded to nearest whole dollar*

ALTERNATIVES:

Council may direct staff to explore changes to the plan designs. While the City has the authority to determine carriers under the MOUs, bargaining units have input on plan design. Should the Council desire to effectuate a change to the plan designs, staff would begin the process of meeting with bargaining unit representatives.

ATTACHMENTS:

1. 2027 Monthly Health Premiums with City Contribution and Employee Out-of-Pocket

2027 Monthly Health Premiums City Contribution/Employee Out-of-Pocket

Plan
Plan Type
Medical
Dental (Delta Dental)
Vision (VSP)
City Contribution
Monthly Total Premium
City Contribution
Employee Monthly Out-of-Pocket
Increase to City Contribution from 2026 to 2027 Rate
Increase to Employee Out-of-Pocket from 2026 to 2027 Rate

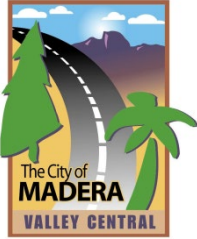
Kaiser Core		
EE Only	EE+1	EE+Family
1,097.00	1,993.00	2,859.00
27.30	57.20	105.80
7.30	11.30	17.90
1,131.60	2,061.50	2,982.70
1,131.60	2,061.50	2,982.70
0.00	0.00	0.00
110.80	200.70	289.10
0.00	0.00	0.00

Kaiser Buy-up		
EE Only	EE+1	EE+Family
1,230.00	2,239.00	3,210.00
27.30	57.20	105.80
7.30	11.30	17.90
1,264.60	2,307.50	3,333.70
1,131.60	2,061.50	2,982.70
133.00	246.00	351.00
110.80	200.70	289.10
13.00	25.00	35.00

Plan
Plan Type
Medical
Dental (Delta Dental)
Vision (VSP)
City Contribution
Monthly Total Premium
City Contribution
Employee Monthly Out-of-Pocket
Increase to City Contribution from 2026 to 2027 Rate
Increase to Employee Out-of-Pocket from 2026 to 2027 Rate

Anthem Core		
EE Only	EE+1	EE+Family
1,201.00	2,186.00	3,134.00
27.30	57.20	105.80
7.30	11.30	17.90
1,235.60	2,254.50	3,257.70
1,235.60	2,254.50	3,257.70
0.00	0.00	0.00
120.80	219.70	316.10
0.00	0.00	0.00

Anthem Buy-up		
EE Only	EE+1	EE+Family
1,322.00	2,404.00	3,449.00
27.30	57.20	105.80
7.30	11.30	17.90
1,356.60	2,472.50	3,572.70
1,235.60	2,254.50	3,257.70
121.00	218.00	315.00
120.80	219.70	316.10
12.00	22.00	32.00

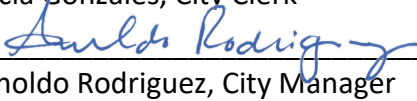


REPORT TO CITY COUNCIL

Approved by:



Alicia Gonzales, City Clerk



Arnaldo Rodriguez, City Manager

Council Meeting of: July 15, 2026

Agenda Number: B-9

SUBJECT:

Certificate of Recognition Honoring Debi Bray

RECOMMENDATION:

Adopt a Minute Order approving a Certificate of Recognition honoring Debi Bray, CEO of the Madera Chamber of Commerce, in recognition of her 40 years of dedicated service to the Madera Chamber of Commerce

SUMMARY:

On August 2, 2023, the City Council adopted a policy governing the issuance of ceremonial documents, including certificates of recognition. The policy ensures a transparent and systematic process, requiring requests to be submitted in writing at least 45 days prior to the requested presentation date.

In this context, the Madera Chamber of Commerce has requested that the City recognize Debi Bray, President and CEO of the Madera Chamber of Commerce, for her 40 years of dedicated service to the Chamber and the Madera community.

Since joining the Chamber in 1986 and serving as President/CEO since 1989, Ms. Bray has played a significant role in advancing local business, fostering community partnerships, and supporting economic development initiatives throughout Madera. Approval of the Certificate of Recognition will honor her longstanding commitment and contributions to the community.

Per the Ceremonial Documents policy, signatures shall be reserved for Councilmembers who vote in the affirmative. For Councilmembers that vote in the negative, their signature block shall be

omitted from the ceremonial document unless they notify the City Clerk in writing otherwise at least five business days prior to the meeting when the Proclamation will be issued.

FINANCIAL IMPACT:

There were nominal expenses for the preparation of this report or the proclamation. Costs related to custom supplies such as proclamations, certificates, frames, and folders have been purchased, and funds were appropriated in the adopted budget.

ALTERNATIVES:

If approved by a majority vote, staff will prepare the Certificate of Recognition for presentation at the Lifetime Achievement Awards Dinner on August 13, 2026. In the alternative, Council may:

- Deferral for Further Discussion: Council may opt to defer the decision for further discussion, allowing additional time to address specific concerns or gather more information.
- Denial of Certificate of Recognition: If the majority vote is not in the affirmative or no action is taken, the request will be considered denied.

ATTACHMENTS:

1. Letter requesting Certificate of Recognition Honoring Debi Bray, President/CEO of the Madera Chamber of Commerce

From: [John Copland](#)
To: "[rlpoythress@gmail.com](#)"; "[559agent@gmail.com](#)"; Alicia Gonzales; "[ceceliafoleygallegos@gmail.com](#)"; "[brixton.layne@mail.house.gov](#)"; "[India.Buenrostro@mail.house.gov](#)"; "[colleen_oinuma@schiff.senate.gov](#)"; "[Kaitlyn_Kelly@schiff.senate.gov](#)"; "[Kathy_Mahan@schiff.senate.gov](#)"; "[padilla@padilla.senate.gov](#)"; "[gilbert.felix@asm.ca.gov](#)"; "[Arturo.Martinez@sen.ca.gov](#)"; "[Joyce.Dale@sen.ca.gov](#)"
Cc: tjordan@maderachamber.com
Subject: Debi Bray - Request for Certificate/Resolution
Date: Monday, July 6, 2026 1:37:54 PM
Attachments: [Debi - Word Doc 1.docx](#)

Good Afternoon,

I am writing to you on behalf of the Madera Chamber of Commerce, Board of Directors. We would like to request a certificate of accomplishment or a resolution for our CEO, Debi Bray. Debi is celebrating 40 years with the Madera chamber this month (July). We feel this is quite an accomplishment and would like to acknowledge her at our Lifetime Achievement Awards Dinner on August 13, 2026. I have attached her bio for your reference as well.

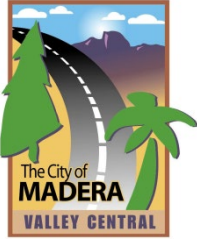
Please let me know if you will be providing an acknowledgement and if you have any questions, please call or email me. Certificates or resolutions can be delivered to Toni Jordan at the Madera Chamber of Commerce or my office.

Madera Chamber of Commerce
Attn: Toni Jordan
120 North E Street
Madera, Ca. 93638

OR

Seabury, Copland & Anderson Insurance Agency
Attn: John Copland
PO Box 1169
Madera, Ca. 93639

Thank you,
John Copland
Seabury, Copland & Anderson Insurance Agency
P.O. Box 1169
Madera, Ca. 93639
Ph. 559 673-7027
Fax 559 673-9210
jc@seaburycopland.com
Individual Lic. 0A42567
Agency Lic. 0074577
A Member of PacWest Alliance Insurance Services Inc.



REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 15, 2026

Agenda Number: B-10

SUBJECT:

Madera County Breastfeeding Coalition Fee Waiver Request for the Annual Breastfeeding Awareness Walk & Celebration

RECOMMENDATION:

Adopt a Resolution waiving the rental fees of the Lions Town & Country Park on August 8, 2026, related to the Annual Breastfeeding Awareness Walk & Celebration, hosted by the Madera County Breastfeeding Coalition, at an anticipated rental fee of \$370

SUMMARY:

The City received a request from the Madera County Breastfeeding Coalition seeking a waiver of rental fees for the use of the Lions Town & Country Park (LT&C) on August 8, 2026, for an Annual Breastfeeding Awareness Walk & Celebration.

The request includes use and access to the LT&C trail and pavilion areas from 6 a.m. to 1 p.m. on said date.

DISCUSSION:

The Madera County Breastfeeding Coalition has submitted a formal request to use LT&C on August 8, 2026, for an Annual Breastfeeding Awareness Walk & Celebration. The event is planned for Saturday, August 8, 2026. The request includes access to the park from 6 a.m. to 1 p.m., which includes time for setting up before the event and cleanup thereafter.

The Madera County Breastfeeding Coalition was formed to support, educate, and empower breastfeeding mothers. The Madera County Breastfeeding Coalition works to decrease breastfeeding disparities in Madera County by working collaboratively with stakeholders to

support, protect, and normalize breastfeeding through education, community engagement, and advocacy. They are supported by the non-profit fiscal agent California Health Collaborative.

The Madera County Breastfeeding Coalition is committed to adhering to all rules and regulations regarding the use of the facility and will ensure the area utilized is left in its original condition following the conclusion of the rental.

This rental is subject to all other applicable requirements. This includes the provision of acceptable rental insurance.

FINANCIAL IMPACT:

The applicable costs associated with the rental of LT&C, with the spaces requested, are summarized in Table 1, which would be applicable for this rental. Costs are derived from the City of Madera Master Fee Schedule.

Table 1: Estimated Financial Impact Without Fee Waiver	
Administrative Fee	\$25
LTC Pavilion	\$140
Walking Track	\$105
Special Event	\$100
Total	\$370

The total applicable cost for LT&C, with areas, dates and times as requested, would be \$370.

ALTERNATIVES:

The Council may elect to reject the fee waiver and require the Madera County Breastfeeding Coalition to remit any associated fees if it wishes to rent the LT&C on August 8, 2026, for the Annual Breastfeeding Awareness Walk & Celebration.

ATTACHMENTS:

1. Resolution – Waiving the rental fees of the Lions Town & Country Park on August 8, 2026, related to the Annual Breastfeeding Awareness Walk & Celebration, hosted by the Madera County Breastfeeding Coalition, at an anticipated rental fee of \$370
2. Request Letter Authored by Irma Valencia, Chair of the Madera County Breastfeeding Coalition

ATTACHMENT 1

Resolution – Waiving the rental fees of the Lions Town & Country Park on August 8, 2026, related to the Annual Breastfeeding Awareness Walk & Celebration, hosted by the Madera County Breastfeeding Coalition, at an anticipated rental fee of \$370

RESOLUTION NO. 26-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA WAIVING THE RENTAL FEES OF THE LIONS TOWN &
COUNTRY PARK ON AUGUST 8, 2026, RELATED TO THE ANNUAL
BREASTFEEDING AWARENESS WALK & CELEBRATION, HOSTED BY THE
MADERA COUNTY BREASTFEEDING COALITION, AT AN ANTICIPATED
RENTAL FEE OF \$370**

WHEREAS, the City has received a request for the waiver of fees for the rental of the Lions Town & Country Park (LT&C); and

WHEREAS, the request is from the Madera County Breastfeeding Coalition; and

WHEREAS, the Madera County Breastfeeding Coalition is looking to utilize the LT&C on August 8, 2026, related to the Annual Breastfeeding Awareness Walk & Celebration, from 6 a.m. to 1 p.m.; and

WHEREAS, the estimated fees for the request are calculated based on the City of Madera Master Fee Schedule; and

WHEREAS, the fees for the event are calculated at \$370; and

WHEREAS, the Madera County Breastfeeding Coalition is still required to provide insurance documentation for City facility rentals that meet City requirements.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines and orders as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as set forth in this resolution serves a valid public purpose in that the Madera County Breastfeeding Coalition serves a community need to support, educate, and empower breastfeeding mothers.
3. The City Council does hereby waive the City fees for rental fees of the Lions Town & Country Park on the date and time identified, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * *

ATTACHMENT 2

Request Letter Authored by Irma Valencia, Chair of the Madera County Breastfeeding Coalition

June 9, 2026

City of Madera
Parks and Recreation
701 East 5th Street
Madera, Ca 93638

To whom it may concern:

On behalf of the Madera County Breastfeeding Coalition, please accept this formal request for a waiver fee for the use of Town and Country Park on August 8, 2026.

The Madera County Breastfeeding Coalition was formed to support, educate and empower breastfeeding mothers. The following is our Vision and Mission:

VISION: Every mother will have access to culturally appropriate breastfeeding education, support, and resources to empower her to breastfeed if she chooses.

MISSION: We work to decrease breastfeeding disparities in Madera County by working collaboratively with stakeholders to support, protect, and normalize breastfeeding through education, community engagement, and advocacy.

We are supported by non-profit fiscal agent California Health Collaborative.

Please note that any education and training provided are paid with monies donated. We will be requesting sponsorship for this event from local Community Based Organizations. We do not have the money to pay the fee of \$464.00.

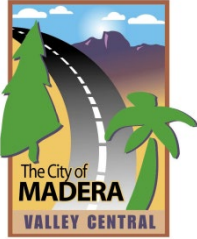
Thank you for considering this request for a waiver. If you have any questions, please contact me at 559-517-5659.

Respectfully,



Irma Valencia
Chair

Madera County Breastfeeding Coalition
Chair – 2nd Annual Breastfeeding Awareness Walk & Celebration



REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 15, 2026

Agenda Number: B-11

SUBJECT:

Assemblywoman Esmeralda Soria Fee Waiver Request for the Annual Back to School Resource Fair

RECOMMENDATION:

Adopt a Resolution waiving the rental fees of the Pan-American Community Center (PACC) on July 23, 2026, related to the Annual Back to School Resource Fair event hosted by Assemblywoman Esmeralda Soria, at an anticipated rental fee of \$1,030

SUMMARY:

The City received a request from Assemblywoman Esmeralda Soria seeking a waiver of rental fees for the use of the PACC to host the Annual Back to School Resource Fair. The event is scheduled for Thursday, July 23, 2026.

DISCUSSION:

Assemblywoman Esmeralda Soria has submitted a formal request for a fee waiver to use PACC for an Annual Back to School Resource Fair. The event is planned for July 23, 2026. The request includes access to the facility from 2 p.m. to 9 p.m., which includes time for setting up before the event and cleanup thereafter.

The Annual Back to School Resource Fair event is intended to support Madera families as they prepare for the new school year. Schoolchildren will receive one free backpack and various school supplies, and Assemblywoman Soria's office will provide access to vital community resources such as free health screenings in partnership with Camarena Health. Assemblywoman Soria's office will also be on site to provide residents with a legislative update, and local nonprofit

organizations will share resources on education, housing, social services, and more. This event is planned as free and open to the public; attendees must only provide proof of Madera residency.

Assemblywoman Esmeralda Soria’s office is committed to adhering to all rules and regulations regarding the use of the facility and will ensure the area utilized is left in its original condition following the conclusion of the event.

This event is subject to all other applicable requirements. This includes the provision of acceptable rental insurance.

FINANCIAL IMPACT:

The applicable costs associated with the rental of PACC, with the space as needed, are summarized in Table 1, which would be applicable for this rental. Costs are derived from the City of Madera Master Fee Schedule.

Table 1: Estimated Financial Impact Without Fee Waiver	
Administrative Fee	\$25
PACC Kitchen	\$135
PACC Gym	\$770
Special Event Fee	\$100
Total	\$1,030

The total applicable cost for the rental of PACC sufficient to meet the reserved space needed, with dates and times as requested, would be \$1,030.

ALTERNATIVES:

The Council may elect to reject the fee waiver and require Assemblywoman Esmeralda Soria’s office to remit any associated fees if they wish to rent PACC for the Annual Back to School Resource Fair event.

ATTACHMENTS:

1. Resolution – Waiving the rental fees of the Pan-American Community Center on July 23, 2026, related to Assemblywoman Esmeralda Soria’s Annual Back to School Resource Fair event, at an anticipated rental fee of \$1,030
2. Letter Requesting Fee Waiver Authored by Assemblywoman Esmeralda Soria

ATTACHMENT 1

Resolution – Waiving the rental fees of the Pan-American Community Center on July 23, 2026, related to Assemblywoman Esmeralda Soria’s Annual Back to School Resource Fair event, at an anticipated rental fee of \$1,030

RESOLUTION NO. 26-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA WAIVING THE RENTAL FEES OF THE PAN-AMERICAN
COMMUNITY CENTER ON JULY 23, 2026, RELATED TO ASSEMBLYWOMAN
ESMERALDA SORIA'S ANNUAL BACK TO SCHOOL RESOURCE FAIR EVENT,
AT AN ANTICIPATED RENTAL FEE OF \$1,030**

WHEREAS, the City has received a request for the waiver of fees for the rental of the Pan-American Community Center; and

WHEREAS, the request is from Assemblywoman Esmeralda Soria; and

WHEREAS, Assemblywoman Esmeralda Soria is looking to host the Annual Back to School Resource Fair; and

WHEREAS, the request is for rental utilization on Tuesday, July 23, 2026, from 2 p.m. to 9 p.m.; and

WHEREAS, the estimated fees for the request are calculated based on the City of Madera Master Fee Schedule; and

WHEREAS, the fees for the event are calculated at \$1,030; and

WHEREAS, Assemblywoman Esmeralda Soria's office is still subject to providing insurance documentation for City facility rentals that meet City requirements.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines and orders as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as set forth in this resolution serves a valid public purpose in that Assemblywoman Esmeralda Soria's Annual Back to School Resource Fair serves a community need to support, educate, and empower students and families with the start of the new school year.
3. The City Council does hereby waive the City fees for Rental Fees of the Pan-American Community Center on the date and time identified herein, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * *

ATTACHMENT 2

Letter Requesting Fee Waiver Authored by Assemblywoman Esmeralda Soria

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0027
(916) 319-2027
FAX (916) 319-2127

DISTRICT OFFICE
512 WEST 18TH STREET
MERCED, CA 95340
(209) 726-5465
FAX (209) 726-5469
<https://a27.asmdc.org/>



COMMITTEES
BANKING AND FINANCE
ECONOMIC DEVELOPMENT, GROWTH, AND
HOUSEHOLD IMPACT
GOVERNMENTAL ORGANIZATION

SELECT COMMITTEES
ASIA/CALIFORNIA TRADE AND INVESTMENT
EFFECTIVE POSTSECONDARY CAREER
TECHNICAL EDUCATION AND
WORKFORCE
LATINA INEQUITIES
MASTER PLAN FOR HIGHER EDUCATION IN
CALIFORNIA
NATIVE AMERICAN AFFAIRS
SERVING STUDENTS WITH DISABILITIES

May 26, 2026

City of Madera
205 W. 4th Street
Madera, CA 93637

RE: Request for Fee Waiver – July 23, 2026 Back to School Community Resource Fair and Backpack Giveaway event

Dear City of Madera,

My office writes to respectfully request a fee waiver for use of the Pan-American Community Center on Thursday, July 23, 2026 to host our fourth annual Back to School Community Resource Fair and Backpack Giveaway event.

This Community Resource Fair and Backpack Giveaway event supports Madera families as they prepare for the new school year. Schoolchildren receive one free backpack and various school supplies, and we provide access to vital community resources such as free health screenings in partnership with Camarena Health. My office is on site to provide residents a legislative update and local nonprofit organizations share resources on education, housing, social services, and more. This event is free and open to the public, attendees must only provide proof of Madera residency.

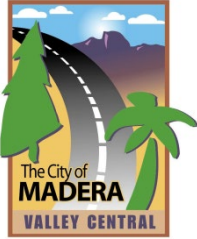
Given the community-focused nature of this event, we respectfully request the City waive any applicable facility rental or permit fees to help maximize access and impact.

Thank you for your partnership and consideration. Please contact our office at (559) 890-2705 with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Esmeralda Soria".

ESMERALDA SORIA
Assemblywoman, 27th District



REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 15, 2026

Agenda Number: B-12

SUBJECT:

United UpStanders Fee Waiver Request for the UpStanders Day Event

RECOMMENDATION:

Adopt a Resolution waiving the rental fees of the Pan-American Community Center (PACC) on September 27, 2026, related to the UpStanders Day Event hosted by United UpStanders, at an anticipated rental fee of \$1,030

SUMMARY:

The City received a request from United UpStanders seeking a waiver of rental fees for the use of the PACC to host the UpStanders Day Event. The event is scheduled for Saturday, September 27, 2026.

DISCUSSION:

United UpStanders has submitted a formal request for a fee waiver to use PACC for an UpStanders Day Event. The event is planned for September 27, 2026. The request includes access to the facility from 10 a.m. to 5 p.m., which includes time for setting up before the event and cleanup thereafter.

The UpStanders Day Event is intended to empower the youth residents of Madera to take a stand against bullying and launch National Bullying Prevention Month with a positive action. The event will feature student guest speakers and vendors. United UpStanders is a 501 (c)(3) nonprofit dedicated to empowering students to stand up against bullying, foster supportive communities, and inspire positive change.

United UpStanders are committed to adhering to all rules and regulations regarding the use of the facility and will ensure the area utilized is left in its original condition following the conclusion of the event.

This event is subject to all other applicable requirements. This includes the provision of acceptable rental insurance.

FINANCIAL IMPACT:

The applicable costs associated with the rental of PACC, with the space as needed, are summarized in Table 1, which would be applicable for this rental. Costs are derived from the City of Madera Master Fee Schedule.

Table 1: Estimated Financial Impact Without Fee Waiver	
Administrative Fee	\$25
PACC Kitchen	\$135
PACC Gym	\$770
Special Event Fee	\$100
Total	\$1,030

The total applicable cost for the rental of PACC sufficient to meet the reserved space needed, with dates and times as requested, would be \$1,030.

ALTERNATIVES:

The Council may elect to reject the fee waiver and require United UpStanders to remit any associated fees if they wish to rent PACC for the UpStanders Day Event.

ATTACHMENTS:

1. Resolution – Waiving the rental fees of the Pan-American Community Center on September 27, 2026, related to United UpStanders Day Event, at an anticipated rental fee of \$1,030
2. Letter Requesting Fee Waiver Authored by Farrah Williams, CEO, United UpStanders

ATTACHMENT 1

Resolution – Waiving the rental fees of the Pan-American Community Center on September 27, 2026, related to United UpStanders Day Event, at an anticipated rental fee of \$1,030

RESOLUTION NO. 26-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA WAIVING THE RENTAL FEES OF THE PAN-AMERICAN
COMMUNITY CENTER ON SEPTEMBER 27, 2026, RELATED TO UNITED
UPSTANDERS DAY EVENT, AT AN ANTICIPATED RENTAL FEE OF \$1,030**

WHEREAS, the City has received a request for the waiver of fees for the rental of the Pan-American Community Center; and

WHEREAS, the request is from United UpStanders; and

WHEREAS, United UpStanders is looking to host the UpStanders Day Event; and

WHEREAS, the request is for rental utilization on Saturday, September 27, 2026, from 10 a.m. to 5 p.m.; and

WHEREAS, the estimated fees for the request are calculated based on the City of Madera Master Fee Schedule; and

WHEREAS, the fees for the event are calculated at \$1,030; and

WHEREAS, United UpStanders are still subject to providing insurance documentation for City facility rentals that meet City requirements.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines and orders as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as set forth in this resolution serves a valid public purpose in that United UpStanders Day Event serves a community need by empowering students to stand up against bullying, foster supportive communities, and inspire positive change.
3. The City Council does hereby waive the City fees for Rental Fees of the Pan-American Community Center on the date and time identified herein, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * *

ATTACHMENT 2

Letter Requesting Fee Waiver Authored by Farrah Williams, CEO, United UpStanders



May 28, 2026

Letter of Request for a Fee Waiver

To Whom It May Concern,

On behalf of United UpStanders, we would like to request a fee waiver for the UpStanders Day Event, to be held at the Pam American Center on Saturday, September 27, 2026. This event will take place inside the Pan American Center from 1 pm to 3 pm. The setup starts at 10 AM and includes a 2-hour cleanup afterward, with the place officially cleaned up by 5 pm. United UpStanders is a 501(c)(3) nonprofit dedicated to empowering students to stand up against bullying, foster supportive communities, and inspire positive change.

UpStanders Day Purpose: To empower the youth residents of Madera to take a stand against bullying and Launch National Bullying Prevention Month with positive action. We are excited for the City of Madera to lead the way by officially recognizing UpStanders' Day and joining us in building a safer, more inclusive, and more compassionate future for our youth.

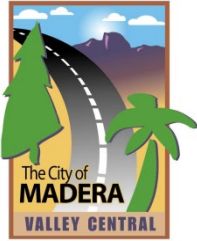
This event will be a community event with vendors, food trucks, and student guest speakers. We will attach the requested additional information, including the insurance, once the date is confirmed.

A handwritten signature in black ink, appearing to read 'Farrah Williams', with a stylized flourish at the end.

Thank you,
Farrah Williams M.Ed.
CEO, United UpStanders

E: unitedupstanders@gmail.com | P: (408) 768 -5258 | W: unitedupstanders.com

United UpStanders mission is to empower students to stand up against bullying, foster supportive communities, and inspire positive change.




REPORT TO CITY COUNCIL

Approved by:



Gary Price, Director of Information Technology



Arnaldo Rodriguez, City Manager

Council Meeting of: July 15, 2026

Agenda Number: B-13

SUBJECT:

Amendment to agreement between the City and Microsoft/CDW-G

RECOMMENDATION:

Adopt a Resolution to ratify a Participation Agreement (PA) between the City and CDW-G (authorized vendor for Microsoft) to amend the previously adopted renewal of software licensing between the City and Microsoft.

SUMMARY:

At the June 17, 2026 meeting, Council adopted a resolution to renew Microsoft licensing through a piggyback government contract with CDW-G. After further review, staff noticed some verbiage in the contract that referred to certain insurance terms. Staff felt it was in the best interest of the City to enter into a Participation Agreement (PA) with CDW-G that specified terms and conditions that were in favor of the City.

DISCUSSION:

The piggyback government contract used for the renewal contained terms that were not applicable to the purchase of software only, because the base agreement was broader and included contracted services that would require insurance. The Participation Agreement (PA) was entered into to acknowledge what was specifically applicable to the City. Due to time constraints for the software renewal, the City Manager executed the PA and staff is seeking Council's ratification of said action. Should the City Manager not taken action to renew the contract, the existing contract would have expired and the City would not have had access to Microsoft products.

FINANCIAL IMPACT:

There are no additional financial impacts as part of this item considering that the contract amendment does not include any monetary costs, rather the amendment updates conditions.

However, the term of the agreement is for a period of three (3) years beginning February 1st, 2026 at an estimated price of \$138,704.87 per year with the possibility of one (1) extension of three (3) years thereafter, subject to budget appropriations. As part of its action on June 17, 2026, Council previously approved the agreement.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1: Microsoft/CDW-G Participation Agreement.

Resolution No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA RATIFYING
A PARTICIPATION AGREEMENT BETWEEN THE CITY OF MADERA AND
CDW-G**

WHEREAS, the City of Madera (the "City") is seeking to change the terms and conditions of an agreement with the Microsoft vendor CDW-G; and

WHEREAS, the Participation Agreement will provide the mechanism required to achieve said change; and

WHEREAS, the Participation Agreement is consistent with Cooperative Purchasing Programs authorized in Madera Municipal Code Section 2-5.07.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The foregoing recitals are true and correct and are incorporated by reference.
2. The Council ratifies the Participation Licensing Agreement which is attached as Exhibit 1 and incorporated by reference.
3. This resolution is effective immediately upon adoption.

* * * * *

Exhibit 1:

PARTICIPATING AGREEMENT

to County of Riverside Contract No. ITARC-00933

This Participating Agreement (“PA”) is entered into by and between the City of Madera (“City”) and Microsoft/CDW-G (“Vendor”) for the purpose of establishing terms applicable to the City’s use of the following cooperative agreement:

Original Agreement: County of Riverside Contract No. ITARC-00933 (Exhibit A)

Original Contract Term: November 1, 2024 – October 31, 2027

The City intends to piggyback the above-referenced cooperative agreement in accordance with Title II, Chapter 4 of the Madera Municipal Code.

Except as specifically modified herein, all terms, conditions, pricing, and specifications of the original cooperative agreement shall remain in full force and effect.

1. INCORPORATION OF COOPERATIVE AGREEMENT

The cooperative agreement identified above is incorporated herein by reference as though fully set forth, a copy of which is maintained by the City’s Purchasing Agent.

In the event of a conflict between this PA and the original cooperative agreement, the terms of this PA shall control for purchases made by the City.

2. DESCRIPTION OF GOODS AND/OR SERVICES

The procurement of Microsoft products as identified in the CDW-G Quote with Microsoft Volume Licensing Program Signature Form (Exhibit B).

3. CITY OF MADERA PROCUREMENT TERMS

The following supplemental or modified terms shall apply to the City’s purchases under this PA:

3.1. Indemnification

Vendor shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers (“City indemnitees”), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels’ fees and costs of litigation (“claims”), arising out of the Vendor’s performance of its obligations under this agreement or out of the operations conducted by Vendor, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial

proceeding arising from Vendor's performance of this agreement, the Vendor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

3.2. Insurance Requirements

The insurance requirements applicable to this PA shall be based on the category of goods and/or services being procured. The applicable category shall be identified below with the specific requirements attached as Exhibit C if applicable.

- Goods Only – No Insurance Required
- Goods and Services – Schedule A
- General Services – Schedule B
- Consultant Services – Schedule C
- Contractor Services – Schedule D

The checked schedule(s), included as Exhibit C, when applicable, and incorporated herein by reference and establishes the minimum insurance requirements applicable to Vendor under this PA.

3.3. Invoicing and Payment

Invoices shall reference the applicable City purchase order number and be submitted to:

Accounts Payable / AP@madera.gov

Payment terms shall be net 30 unless otherwise approved in writing by the City.

3.4. Purchase Orders

No work shall commence, and no goods shall be provided until the Vendor receives a valid City purchase order, if required by the City.

3.5. Prevailing Wage

If the work performed under this PA constitutes public works subject to California prevailing wage laws, Vendor shall comply with all applicable requirements of the California Labor Code.

4. Term

This PA shall become effective upon execution by both parties and shall remain in effect through the term of the original cooperative agreement, including any valid renewals or

extensions, unless terminated earlier in accordance with the terms herein or the original cooperative agreement.

5. Authority

The individuals signing below represent and warrant that they are authorized to execute this PA on behalf of their respective parties.

CITY OF MADERA

a municipal corporation

By: 
Arnoldo Rodriguez, City Manager

Date: 3/30/26

Microsoft/CDW-G

By: 

Date: June 26, 2026

ATTEST:

By: 
Alicia Gonzales, City Clerk

Date: June 29, 2026

APPROVED AS TO FORM

By: 
Shannon L. Chaffin, City Attorney

Date: June 26, 2026

Attachments:

Exhibit A County of Riverside Contract No. ITARC-00933

Exhibit B CDW-G Quote with Microsoft Volume Licensing Program Signature Form

Exhibit A, County of Riverside Contract No. ITARC-00933

**LICENSED SUPPORT PROVIDER (LSP)
AGREEMENT No. ITARC-00933
For
MICROSOFT PRODUCTS AND SERVICES
UNDER MICROSOFT EA NO. 8084445
BETWEEN
COUNTY OF RIVERSIDE
And
CDW GOVERNMENT LLC**

This Agreement is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and CDW Government LLC, an Illinois Limited Liability Company authorized to conduct business in the State of California (herein referred to as "LSP") of Microsoft Licensing Solution Provider, effective from November 01.2024 and continues in effect through October 31, 2027, based on LSP's response to RFQ no. ITARC-532 for Microsoft products and services under Microsoft EA no. 8084445. The parties agree as follows:

1. All Terms and Conditions of this Agreement No. ITARC-00933 shall govern purchase of Microsoft products and services under Microsoft EA no. 8084445 by County through the LSP.

2. **Period of Performance:**

This Agreement shall be effective from November 01.2024 and continues in effect through October 31, 2027, with the option to renew for an additional three-year period expiring on October 31, 2030, with no obligation by the County of Riverside to purchase any specified amount of goods or services. In addition, the County may at any time choose to transfer the enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

The period of performance for the enrollment with the LSP may be for up to a three-year term with the option to renew the enrollments with contracted LSP through the LSP contract expiration date.

3. **Compensation**

The COUNTY shall pay the LSP for products at the cost as stated in Exhibit A, incurred in accordance with the terms of this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Non-Appropriations: The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such

funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Hold Harmless/Indemnification:

- 4.1 LSP shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of LSP, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. LSP shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
- 4.2 With respect to any action or claim subject to indemnification herein by LSP. LSP shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LSP indemnification to Indemnitees as set forth herein.
- 4.3 LSP obligation hereunder shall be satisfied when LSP has provided to County the appropriate form of dismissal relieving county from any liability for the action or claim involved.

5. Termination:

- 5.1 County may terminate this Agreement without cause upon thirty (30) days written notice served upon the LSP stating the extent and effective date of termination.
- 5.2 County may, upon five (5) days written notice terminate this Agreement for LSP default, if LSP refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.
- 5.3 LSP rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by LSP; or in the event of LSP unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

6. Alteration or Changes to the Agreement

The Board of Supervisors and the County Purchasing Agent and/or his designee is the only authorized County representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

7. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY

Riverside County Information Technology
 Attn: Procurement Contract Specialist
 3450 14th Street
 Riverside, CA 92501

LSP

CDW Government LLC
 Attn: Brian Fisher
 230 N. Milwaukee Ave
 Vernon Hills, IL 60061
 jordham@cdwg.com

8. Insurance

Without limiting or diminishing the LSP'S obligation to indemnify or hold the COUNTY harmless, LSP shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the LSP has employees as defined by the State of California, the LSP shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LSP'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Insurance Requirements for IT Contractor Services:

LSP shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the LSP, its agents, representatives, or employees. LSP shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by LSP in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the LSP maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the LSP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions – All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The LSP must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, LSP'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) LSP shall cause LSP'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies

including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If LSP insurance carrier(s) policies does not meet the minimum notice requirement found herein, LSP shall cause LSP's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

- 4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. LSP shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- 5) It is understood and agreed to by the parties hereto that the LSP's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the LSP has become inadequate.
- 7) LSP shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 9) LSP agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

9. General:

9.1 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

9.2 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.3 The following documents are attached to and incorporated into this Agreement:

Exhibit A: Scope and pricing.

Exhibit B: LSP Reporting of Active Enrollments.

Exhibit C: Microsoft LSP Participation Form.

Exhibit D: Microsoft EA Benefits for Government Agencies.

Exhibit E: Microsoft Enterprise Agreements and Amendments.

E1) Microsoft Enterprise Agreement No. 8084445.

E2) Microsoft Select Plus Agreement No. 7756479.

E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)

E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

9.4 In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

9.5 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code.

9.6 If the entity is a corporation, the signatures of two corporate officers (the president, vice

president, secretary, assistant secretary, Chief Financial Officer (i.e. treasurer), or assistant treasurer) are required on the agreements. The signatures must be in the following combination: president or vice president and secretary, treasurer or CFO. For example, the signatures of a president and a vice president would be insufficient. If signed by a single corporate officer, a corporate resolution, authorizing the one officer to bind the corporation, signed by the Board of Directors of the corporation, is required. The corporate resolution must authorize the signatory to sign agreements on behalf of the corporation.

If the entity is a limited liability company (LLC), the signatory is authorized signer as set forth in LLCs operating agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

CDW GOVERNMENT LLC, an Illinois Limited Liability Company authorized to conduct business in the State of California.

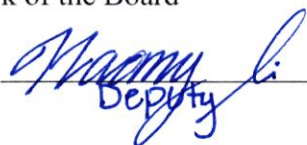
By: 
Chuck Washington
Chair of the Board of Supervisors

By:  
Anup Sreedharan (Jul 9, 2024 10:09 CDT)
Name: Anup V. Sreedharan
Title: Sr. Manager, Program & Contract Management

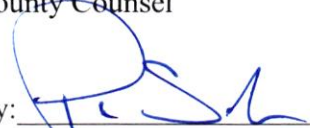
Dated: 9/10/2024

Dated: 07/09/24

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Paula Salcido
Deputy County Counsel

Dated: 7/9/2024

Exhibit A
Scope and pricing

LSP's Scope and responsibilities

1. The Licensed Support Provider (LSP) will resell all available Microsoft Licensed Support Provider (LSP) for Microsoft Master Microsoft Enterprise Agreement No. 8084445; Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD) formerly Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. Microsoft Select Plus Agreement No. 7756479.
2. The agreement with LSP as a LSP of the Microsoft Products and Services under Microsoft EA No. 8084445 is available for use by the County of Riverside and governmental agencies within the State of California. The LSP will serve as the liaison between the political entity for enrollments under the Microsoft EA.
3. The LSP agrees to extend the same pricing, terms, and conditions to every political entity, special district, in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the LSP of their choosing; and County shall in no way be responsible to any LSP for other entities' purchases.
4. The LSP may remain the LSP for the Three 3-year duration of the Enrolled Affiliate's Enterprise Agreement Enrollment. All True-Ups during the 3-year enrollment (orders for new products, etc.) by Enrolled Affiliates are required to be submitted only through the Affiliate's selected LSP. Multiple LSP's cannot service a single Enterprise Agreement Enrollment. Enrolled Affiliate may at any time choose to transfer their current enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.
5. The Enrolled Affiliate shall work with the LSP to determine the annual payment, true-up commitment schedule defined in their enrollment.
6. Each Affiliate will communicate to the LSP the compensation terms applicable to their agreement.
7. The LSP will provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).
8. The LSP will provide reports of licenses purchased and added on to enrollment according to Enrolled Affiliate's specifications. (Intended for an enrollment that has licenses for multiple agencies within a governmental body - ie county, city, etc.) Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).
9. The LSP will provide, at the Enrolled Affiliate's request, a licensing portal that allows the tracking of licenses beyond the capabilities of the Microsoft VLSC. This portal will show, but not be limited to, all licenses on the current enrollment, quantities of said licenses, track licenses at department/agency levels, transfer licenses to and from each department/agency, and have reporting functionalities.

10. The LSP will provide training to the Enrolled Affiliate's Microsoft administrators on Microsoft portals such as the VLSC, Office 365, Azure, etc. within 30 days of receiving a purchase order for such products that introduce a new portal. LSP should outline what aspects of training they feel would be beneficial in their proposal.
11. The LSP will provide documentation to the Enrolled Affiliate within 90 days of when Microsoft has made a change to a license and advise of any grandfather or conversion rights within that same timeframe.
12. The LSP will provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.
13. The LSP will provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the Enrolled Affiliate. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D), LSP's uplift and contracted unit price.
14. The LSP shall provide a list of enrollments. The list of enrollments is due 30 days after the contract signature and on January 15th of each calendar year during the agreement period. This list will include the agency name, contact person, email and phone number and annual spend. The intent of this is to track how many agencies within the State of California piggyback off of the Master Agreement.
15. The LSP will be charged 1.00% of the annual enrollment sales amount to leverage the Riverside County Master Microsoft Agreement No.8084445, and Select Plus Agreement No.7756479, which includes Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD), Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. This administrative fee will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments.
16. The Servicing LSP shall provide Microsoft Enterprise Support Services from Microsoft to assist customers leveraging this contract vehicle in operation of the technology acquired and assist Riverside Master Participants in maximizing the benefits of this investment.
17. The Servicing LSP shall provide the ability to for the acquisition of Microsoft services as the demand for individual product services or capabilities expand. The servicing LSP shall provide services to include Microsoft Unified, Industry Solutions Delivery (ISD), and Microsoft incident response. The Servicing LSP will have a valid Microsoft Master Services Agreement on file with Microsoft in order to resell Microsoft Unified Support, and Industry Solutions Delivery (ISD). Additionally, the contractor shall provide Microsoft dedicated Technical Support representatives and subject matter experts provided via the Microsoft enterprise agreement to support and assist Riverside County master participants in analyzing, architecting, implementing, managing, and operating solutions based on the licenses previously acquired or to be purchased in accordance with the terms of the Microsoft enterprise licensing program.

18. LSP will be responsible for submitting a completed "Reporting of Active Enrollments" by January 15th of each year for the prior calendar year.
19. The County of Riverside Information Technology (RCIT) will invoice the Awarded LSP annually based on the enrollments verified from LSP Reporting of Active Enrollments.
20. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.
21. The administrative fee shall not be included as an adjustment to LSP's Master Agreement pricing.
22. The administrative fee shall not be invoiced or charged to the Enrolled Affiliate.
23. Administrative fee checks shall be submitted to:
 - Riverside County Information Technology
 - Attn: Accounts Receivable
 - 3450 14th Street, 4th Floor
 - Riverside, CA 92501

Pricing:

1. Microsoft Enterprise License Subscription and services

Item Description	Price Level	Markup %
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D	3.75
Enterprise Products (Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite).	Level D	3.75
Additional Products (M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc).	Level D	3.75
Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	3.75
All products for Select Plus Agreement No.7756479.		3.75
Microsoft Unified Support Services		3.75
Microsoft Consulting Services		3.75
Microsoft Incident Response		3.75

2. License Support Provider (LSP) Solution Area Specific Capability:

Solution Area Specific Capability	Number	Customer Size	Reference?
Number of successful customer production mail deployments/migrations?	5000+	100-25000	Can be furnished upon request
Number of successful customer production SharePoint deployments/migrations?	2500+	250-15000	Can be furnished upon request
Number of successful customer production Teams deployments/migrations?	1000+	250-15000	Can be furnished upon request
Number of successful customer production Teams Voice deployments/PBX migrations?	500+	250-10000	Can be furnished upon request
Number of people with specialized expertise on technologies listed above	600+		

3. License Support Provider (LSP) service rates:

Data and Artificial Intelligent	Certified Competency (Yes/No)	Hourly Rate (On Premise)
Build Intelligent Apps	Yes	\$225
Build Intelligent Agents	Yes	\$225
Machine Learning	Yes	\$225
Internet of Things	Yes	\$225
Globally distributed data	Yes	\$225
OSS Databases	Yes	\$225
Cloud Scale Analytics	Yes	\$250
Data Platform Modernization to Azure	Yes	\$225
Windows Server on Azure	Yes	\$225
Security & Management	Yes	\$230
Datacenter Migration	Yes	\$225
Modern Business Intelligence	Yes	\$225
Copilot	Yes	\$225
Biz Apps		
Customer Service	Yes	\$215
Field Service	Yes	\$215
Marketing	Yes	\$215
Talent	Yes	\$215
Finance and Operations	Yes	\$215
Business Central	Yes	\$215
Power Apps	Yes	\$225
Power BI	Yes	\$225
Apps and Infrastructure		
Azure Stack	Yes	\$225
High Performance Compute	Yes	\$225
Cloud Native Apps using Serverless	Yes	\$250
Modernize Apps	Yes	\$225
SAP on Azure	Yes	\$225
Linux on Azure	Yes	\$225
Dev Ops	Yes	\$225
Business Continuity & Disaster Recovery	Yes	\$225
Windows Server on Azure	Yes	\$225
Security & Management	Yes	\$230
Datacenter Migration	Yes	\$225
Modern Workplace		
User Adoption & Change Management	Yes	\$225
Security	Yes	\$230
GDPR & Compliance	Yes	\$225
Teamwork	Yes	\$225
Calling & Meetings	Yes	\$225
Modern Desktop	Yes	\$225
Office 365 Migration Assistance	Yes	\$225
Mail	Yes	\$225
Teams	Yes	\$225
SharePoint	Yes	\$225
OneDrive	Yes	\$225

Exhibit B

**LSP REPORTING OF ACTIVE ENROLLMENTS
MICROSOFT ENTERPRISE AGREEMENT No. 8084445**

LSP Name	<i>Company name</i>							
RIVCO Contract ID	TBD							
Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Sales Reporting Term: Calendar Year	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
		County of Riverside	XX/XX/XXXX	XX/XX/XXXX		John Doe		

Exhibit C MICROSOFT LSP PARTICIPATION FORM

JIM SMITH
Chief Information Officer

DARRYL POLK
Chief Technology Officer

TRACY TILLMAN
Deputy Director Admin – IT

ANTHONY CHOGYOJI
Chief Information Security Officer



MARTIN PEREZ, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau

KARAN CHANDRAN, ACIO
Technology Services Bureau

Microsoft LSP Participation Form (RFQ # ITARC-00532 Attachment 2)

<p>Complete this form and return to:</p> <p>Attention: Linda Fakhouri E-mail: lfakhouri@rivco.org</p>	<p>Payment should be made to: Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501</p> <p>County of Riverside TIN #: 95-6000930</p>
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Company Name: CDW Government LLC

Name: Brian Fisher Title: Dir Program Management

Address: 230 N. Milwaukee Ave

City: Vernon Hills, IL Zip Code: 60061 Telephone #: (847) 419-7342

Fax #: (847) 465-5131 Email: jordham@cdwg.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ # ITARC-00532 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ # ITARC-00532 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Brian Fisher
Signature

5/9/24
Date

Brian Fisher
Printed Name

Dir Program Management
Title

*Please reference the CDW-G Terms of Offer found on page 26 of our response.

Exhibit B, CDW-G Quote with Microsoft Volume Licensing Program Signature Form



CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

Date 12/3/25
Account Manager Brian Clouser

**Enterprise Quote
for**

VSL Specialist Brent Cameron
Channel Price Sheet Month Nov.

City of Madera (81B36166)

Unless otherwise noted, All Quotes expire upon current month's end

EA Quote
Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3	
				Price	Extended	Price	Extended	Price	Extended
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	D	290	\$394.42	\$ 114,381.80	\$ 394.42	\$ 114,381.80	\$ 394.42	\$ 114,381.80
AAL-45735	M365 G5 GCC Sub Per User	D	6	\$624.49	\$ 3,746.94	\$ 624.49	\$ 3,746.94	\$ 624.49	\$ 3,746.94
3KS-00001	O365 F3 GCC Sub Per User	D	10	\$37.23	\$ 372.30	\$ 37.23	\$ 372.30	\$ 37.23	\$ 372.30
3MS-00001	Exchange Online P1 GCC Sub Per User	D	20	\$37.23	\$ 744.60	\$ 37.23	\$ 744.60	\$ 37.23	\$ 744.60
312-02257	Exchange Server Standard ALng SA	D	1	\$142.18	\$ 142.18	\$ 142.18	\$ 142.18	\$ 142.18	\$ 142.18
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	D	290	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -
359-00792	SQL CAL ALng SA Device CAL	D	65	\$38.47	\$ 2,500.55	\$ 38.47	\$ 2,500.55	\$ 38.47	\$ 2,500.55
359-00961	SQL CAL ALng SA User CAL	D	35	\$38.47	\$ 1,346.45	\$ 38.47	\$ 1,346.45	\$ 38.47	\$ 1,346.45
228-04433	SQL Server Standard ALng SA	D	6	\$165.46	\$ 992.76	\$ 165.46	\$ 992.76	\$ 165.46	\$ 992.76
7NQ-00292	SQL Server Standard Core ALng SA 2L	D	2	\$660.85	\$ 1,321.70	\$ 660.85	\$ 1,321.70	\$ 660.85	\$ 1,321.70
9EM-00270	Win Server Standard Core ALng SA 2L	D	474	\$21.79	\$ 10,328.46	\$ 21.79	\$ 10,328.46	\$ 21.79	\$ 10,328.46
9EA-00278	Win Server DC Core ALng SA 2L	D	16	\$141.93	\$ 2,270.88	\$ 141.93	\$ 2,270.88	\$ 141.93	\$ 2,270.88
D86-01253	Visio Standard ALng SA	D	8	\$57.89	\$ 463.12	\$ 57.89	\$ 463.12	\$ 57.89	\$ 463.12
PF1-00002	Project P1 GCC Sub Per User	D	1	\$93.13	\$ 93.13	\$ 93.13	\$ 93.13	\$ 93.13	\$ 93.13

Year 1 Total \$ 138,704.87 Year 2 Total \$ 138,704.87 Year 3 Total \$ 138,704.87

Three Year Total \$ 416,114.61

Notes

No Tax Referenced
RIVERSIDE CONTRACT: ITARC-00933
Current Enrollment # 55060288
Agreement End Date: 1/31/2026

Terms & Conditions

Terms and Conditions of sales and services projects are governed by the terms at:

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

Program Signature Form

MBA/MBSA number		AMD000485860
Agreement number	8084445	


Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10637
Product Selection Form	3131504.007_PSF
Enterprise Amendment	M97 - (86735277)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	City of Madera
Signature*	
Printed First and Last Name*	Cecelia K. Gallegos
Printed Title:	Mayor, City of Madera
Signature Date*	
Tax ID	94-6000365

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

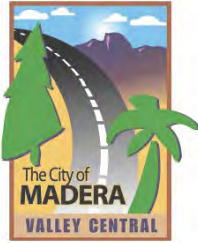
Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA



REPORT TO CITY COUNCIL

Approved by:



Will Tackett, Community Development Director



Arnoldo Rodriguez, City Manager

Council Meeting of: July 15, 2026

Agenda Number: B-14

SUBJECT:

Consider an Amendment to the Professional Services Agreement with Michael Baker International.

RECOMMENDATION:

Adopt a resolution of the Council of the City of Madera approving a First Amendment to the Professional Services Agreement with Michael Baker International for Preparation of the City of Madera 6th Cycle Housing Element Update.

SUMMARY:

The City of Madera (City) and Michael Baker International are parties to an effective Professional Services Agreement (Agreement) approved by the Madera City Council on June 21, 2023, through passage of Madera City Council Resolution No. 23-115.

The Agreement is set to expire on August 2, 2026. Staff recommend the City and Consultant desire to enter into this First Amendment in order to extend the term of the Agreement and authorize optional tasks described in the "Scope of Services" that were attached as Exhibit "A" to the Agreement which have now been funded in the Planning Department's fiscal year 26/27 operating budget.

The First Amendment to the Professional Services Agreement by and between the City of Madera and Michael Baker International (First Amendment), included as Exhibit A to the Resolution attached to this report would extend the Agreement for an additional two years (consistent with the term included within the original Agreement pertaining to extensions). In addition, the First Amendment would authorize the consultant to proceed with Optional Task 7 through 8.4 (as described in the "Scope of Services" that were attached as Exhibit "A" to the original Agreement) to prepare updates to the safety element (e.g., to identify new information relating to flood and

fire hazards and climate adaptation and resiliency strategies applicable to the city) as well as prepare updates to the environmental justice goals, policies, and objectives in other elements in accordance with the provisions of the California Government Code and the goals, policies, and implementation programs within the 6th Cycle Housing Element update.

BACKGROUND:

On February 4, 2026, the Council adopted the City of Madera 6th Cycle Housing Element update through adoption of Council Resolution No. 26-02. Subsequently on June 17, 2026, the Council adopted the Madera County Multi-Jurisdictional Local Hazard Mitigation Plan (LHMP) Update (March 2026) and incorporated the LHMP into the Safety Element of the City of Madera General Plan, by reference, through adoption of Council Resolution No. 26-88.

Pursuant to the provisions of California Government Code (CGC) Section 65302.15, planning agencies shall review and, if necessary, revise the safety element upon each revision of the housing element or local hazard mitigation plan to identify new information relating to flood and fire hazards and climate adaptation and resiliency strategies applicable to the city or county that was not available during the previous revision of the safety element.

The City of Madera 6th Cycle Housing Element update includes goals, policies, implementation programs and quantified objectives for the 2024-2032 planning period which include but are not limited to ensuring environmental justice for all residents in the region. California Government Code Section 65302(h) defines disadvantaged communities as, “an area identified by the California Environmental Protection Agency [Cal EPA] pursuant to Section 39711 of the Health and Safety Code or an area that is a low-income area that is disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation.” The designation of Disadvantaged Communities (DACs) released by CalEPA includes four criteria markers. All eleven census tracts within the City of Madera meet one or more of the CalEPA DAC designation criteria. The City therefore needs to prepare and adopt an Environmental Justice Element or related goals, policies, and objectives integrated into other elements of the General Plan, consistent and in compliance with Senate Bill 1000.

As it was known these actions would be necessary after adoption of the 6th Cycle Housing Element update, Optional Task 7 through 8.4 were described in the “Scope of Services” that were attached as Exhibit “A” to the original Agreement. However, funding was not secured for the described optional tasks, and they were excluded from the scope of work authorized by the Agreement at the time of its execution. Funding was authorized by the Council within the FY 26/27 Planning Department operating budget for purposes of completing these “optional” (but mandatory) tasks. The First Amendment includes these tasks within the approved scope of work and authorizes the consultant to proceed with preparation of the updates to the respective elements of the General Plan to bring the City into compliance with applicable State laws.

The original Agreement included a three-year length of term relative to the number of effective years from commencement, resulting in an expiration date of August 2, 2026, with an allowance

for extensions by the City Manager for periods not to exceed two additional one-year extensions if mutually agreed at least 90 days in advance of expiration. However, due to the timing of budget considerations and adoption vis-à-vis the expiration date of the Agreement, extension must occur through amendment (or mutual extension) authorized by the City Council.

The First Amendment includes terms which would extend the expiration date for the Agreement to August 2, 2028 (consistent with the provisions for administrative extensions providing the possibility for an effective total of five years, which were included within the original Agreement).

The First Amendment also includes amendments to the section of the agreement pertaining to Form and Service of Notices to update the appropriate staff contacts on behalf of the City and Consultant.

Workload volumes and staff resources require supplemental contracted consultant services in order to comply with statutory requirements and timelines for updates to the General Plan and its various elements. Michael Baker International has performed its duties and scope of services pertaining to the 6th Cycle Housing Element update in an exemplary manner. Staff recommend the Council approve the proposed First Amendment in accordance with the terms and spirit of the provisions of the original agreement. Such approval will help the City ensure Planning Department services may continue to be provided in a qualitative manner for its customers while ensuring compliance with State laws.

FINANCIAL IMPACT:

The utilization of professional contracted services for the required tasks has been anticipated and budgeted by the Planning Department in the approved City of Madera 2026/27 Fiscal Year budget.

ALTERNATIVES:

The Council may propose any such alternative terms or provisions in its motion; or, may elect to continue the item (to a future time and date certain) and/or refer the item back to staff, with further direction or requests for additional information, negotiations, or amendments. However, the Agreement is set to expire on August 2, 2026, and may not be amended beyond that date.

ATTACHMENTS:

1. Resolution approving a First Amendment to the Professional Services Agreement with Michael Baker International; including:
Exhibit A: First Amendment to the Professional Services Agreement by and between City of Madera and Michael Baker International

ATTACHMENT 1

Resolution approving a First Amendment to the Professional Services Agreement with Michael Baker International;

Including:

Exhibit A: First Amendment to the Professional Services Agreement by and between City of Madera and Michael Baker International

RESOLUTION NO. _____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH MICHAEL BAKER INTERNATIONAL FOR PREPARATION OF
THE CITY OF MADERA 6TH CYCLE HOUSING ELEMENT UPDATE**

WHEREAS, the City Council of the City of Madera (the “Council”) on the 4th day of February 2026, adopted the City of Madera 6th Cycle Housing Element update through adoption of Council Resolution No. 26-02; and

WHEREAS, the Council on the 17th day of June 2026, adopted the Madera County Multi-Jurisdictional Local Hazard Mitigation Plan (LHMP) Update (March 2026) through adoption of Council Resolution No. 26-88; and

WHEREAS, pursuant to the provisions of California Government Code (CGC) Section 65302.15, planning agencies shall review and, if necessary, revise the safety element upon each revision of the housing element or local hazard mitigation plan to identify new information relating to flood and fire hazards and climate adaptation and resiliency strategies applicable to the city or county that was not available during the previous revision of the safety element; and

WHEREAS, the City of Madera 6th Cycle Housing Element update includes goals, policies, implementation programs and quantified objectives for the 2024-2032 planning period which include but are not limited to ensuring environmental justice for all residents in the region; and

WHEREAS, the City of Madera (the “City”) and Michael Baker International (the “Consultant”) are parties to that certain Professional Services Agreement, approved by the Madera City Council on June 21, 2023, through adoption of Council Resolution No. 23-115, and subsequently executed (the “Professional Services Agreement”); and

WHEREAS, the provisions of the Professional Services Agreement allow City and the Consultant to effectuate modifications or amendments to the Professional Services Agreement only by a subsequent written agreement signed by both parties; and

WHEREAS, the City and Consultant desire to enter into a First Amendment to the Professional Services Agreement (the “First Amendment”) in order to set forth and approve amendments to extend the term/expiration date and include optional tasks within the scope of services; and

WHEREAS, approval of the First Amendment to the Professional Services Agreement by and between the City and Consultant would revise the safety element and the environmental justice goals, policies and objectives in other elements of the City of Madera General Plan in accordance with the provisions of the California Government Code; and

WHEREAS, sufficient monies exist within budgeted Contracted Services funds reserved for use by the Planning Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madera as follows:

1. The above recitals are true and correct.
2. The City Council approves the attached First Amendment to the Professional Services Agreement by and between the City of Madera and Michael Baker International, to perform Optional Tasks 7 through 8.4 described in the "Scope of Services" attached as Exhibit "A" to the Professional Services Agreement and authorizes the Mayor to execute the same.
3. This Resolution is effective immediately upon adoption.

* * * * *

Attachments:

Exhibit "A": First Amendment to the Professional Services Agreement by and between the City of Madera and Michael Baker International

EXHIBIT A
FIRST AMENDMENT
TO THE PROFESSIONAL SERVICES AGREEMENT BY AND
BETWEEN CITY OF MADERA AND MICHAEL BAKER INTERNATIONAL

This First Amendment to the Professional Services Agreement by and between the City of Madera and Michael Baker International (the “**First Amendment**”) is entered into by and between the CITY OF MADERA, a municipal corporation, organized and existing pursuant to the laws of the State of California and the City of Madera (the “**City**” or “**Agency**”), on the one hand, and MICHAEL BAKER INTERNATIONAL on the other hand and hereinafter referred to as the “**Consultant**”. This First Amendment shall become effective upon the final signature date of execution by both parties (the “**First Amendment Date**”). The City and Consultant enter into this First Amendment with reference to the following facts:

RECITALS

A. City and Consultant are parties to that certain Professional Services Agreement, dated as of June 21, 2023, that was passed, adopted, and recorded in the Official Records of City of Madera, on June 21, 2023, as Resolution No. 23-115 (the “**Original Professional Services Agreement**”).

B. Section 23 of the Original Professional Services Agreement allows City and the Consultant to effectuate modifications or amendments to the Original Professional Services Agreement only by a subsequent written agreement signed by both parties.

C. The Original Professional Services Agreement is set to expire on August 2, 2026.

D. City and Consultant desire to enter into this First Amendment in order to extend the term/expiration date and include optional tasks within the scope of services of the Original Professional Services Agreement as amended.

NOW THEREFORE, with reference to the above Recitals, the City and Consultant agree as follows:

AGREEMENT

1. Recitals. Each and all of the foregoing recitals of background facts are incorporated herein by this reference as though set forth herein verbatim.

2. Scope of Services. Section 1 (Scope of Services) is amended to read in its entirety as follows:

1. Scope of Services. Consultant shall perform, to the satisfaction of City in accordance with this Agreement, the Services, excluding Optional Task 7 9

through Optional Task 10.1, described in the "Scope of Services" attached hereto as **Exhibit A** and incorporated by herein by this reference. Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein.

3. Term of Agreement. Section 2 (Commencement of Services; Term of Agreement) is amended to read in its entirety as follows:

2. Commencement of Services; Term of Agreement. Consultant shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue in full force and effect for ~~three (3)~~ five (5) year(s) unless otherwise terminated by the City or extended in writing by mutual consent of the Parties. ~~The term may be extended by the City Manager in writing, if mutually agreed to at least 90 days in advance of expiration, for a period not to exceed two (2) additional one-year extensions.~~

4. Compensation for Services. Subsection 3(a) (Compensation for Services) is amended to read in its entirety as follows:

3. Compensation for Services. City shall compensate Consultant for rendering the Services as follows:

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant by the amounts specified in the Schedule of Compensation, excluding fees for Optional Task 7 9 through Optional Task 10.1, attached hereto as **Exhibit B** and incorporated herein by this reference.

5. Form and Service of Notices. Section 22 (Form and Service of Notices) is amended to read in its entirety as follows:

22. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: ~~Gary Conte~~
Will Tackett
City of Madera
205 W. Fourth
Madera, CA 93637
Email: gconte@madera.gov
wtackett@madera.gov

To Consultant: ~~Emily Elliott, AICP~~
Hannah Kreitman, AICP

Michael Baker International
~~3536 Concourse Street, Suite 100~~
~~Ontario, CA 91764~~
9635 Granite Ridge Drive, Suite 300
San Diego, CA 92123
Email: emily.elliott@mbakerintl.com
hannah.kreitman@mbakerintl.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

6. Conflict. Except as expressly provided in this First Amendment the remaining terms of the Original Professional Services Agreement shall remain in full force and effect.

7. Binding and Effective. This First Amendment shall become binding and effective as of July 15, 2026.

[SIGNATURES ARE ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this First Amendment at Madera, California, on the day and year first above written.

MICHAEL BAKER INTERNATIONAL

CITY OF MADERA

By: _____
Bob Stark, AICP
Department Manager,
Associate Vice President

By: _____
Cecelia K. Gallegos, Mayor

Date: _____

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

EXHIBIT A
SCOPE OF SERVICES

Michael Baker
INTERNATIONAL

CITY OF MADERA 2024-2032
HOUSING ELEMENT

March 17, 2023

Jennifer Stickman, Procurement Services Manager
City of Madera
205 W. 4th Street
Madera, CA 93637
(559) 665-8615 x400

Re: 2024-2032 Housing Element Update

Dear Ms. Stickman,

Michael Baker International is excited about the opportunity to partner with the City of Madera (City) to prepare the City's 6th Cycle General Plan Housing Element (2024-2032) update, Safety Element update, and zoning ordinance update, and create the City's first Environmental Justice Element. Michael Baker has a long history of preparing successful Housing/Safety/Environmental Elements, a clear understanding of the requirements for this latest update cycle, an experienced and cohesive team, and a proven and efficient approach.

The City of Madera needs an experienced housing and planning consultant to help guide the City through the many new challenges and requirements of the 6th Cycle. We have already prepared over 20 6th Cycle Housing Element updates through the first three rounds of this new regime and obtained Department of Housing and Community Development (HCD) letters of substantial compliance ("certification") for multiple 6th Cycle Housing Elements for clients with earlier adoption deadlines. We have an excellent working relationship with HCD and a clear understanding of the new requirements for this latest Housing Element update cycle, including what HCD is likely to require of Madera.

We bring the depth and breadth of resources needed to help the City complete these General Plan element updates and meet HCD's stringent requirements that accompany this cycle. Our clients are very happy with our work and our plans get HCD approval in fewer review cycles than many. This is critical in meeting the adoption deadline, particularly for communities that require rezoning to meet the Regional Housing Needs Allocation (RHNA).

Our approach is to expedite the preparation and adoption of a fully compliant Housing Element update by:

- Early assessment and identification of critical challenges and prioritized responses
- Minimizing the number of drafts and review cycles
- Providing robust documentation, and defensible assumptions and projections for the RHNA sites inventory
- Working closely with City staff and conducting effective community engagement to incorporate essential local knowledge
- Proposing creative and proven programs that anticipate and address HCD comments
- Working closely with the City and HCD during and between review cycles to resolve remaining details or program requests quickly

WE ARE READY AND AVAILABLE TO SERVE YOU

EXPERIENCE



Michael Baker has completed more than 100 Housing Elements through the 5th Cycle and have completed and are working on more than 20 6th Cycle Housing Element Updates. We have the depth and breadth of experience to get the City through even the most complicated process.

TEAM



The key members of the Michael Baker team have worked *together* on multiple past and ongoing Housing Elements. We will streamline the process by integrating the most up to date knowledge from working with Housing and Community Development (HCD) and key decision makers.

COMMITMENT TO YOUR SUCCESS



We understand the City's interest in meeting the affordable housing needs of your residents. We will provide you with a proven Housing Element approach methodology and the capacity (~3,500 employees) to meet tight deadlines in pursuit of this goal.

This proposal includes a detailed scope and budget, preliminary project milestone schedule, a detailed data request list, and suggested edits to the standard consultant agreement. Please take careful note of our recommended approach and options. The requested scope of services is a substantial undertaking and we have taken the liberty to refine the approach in a manner that could represent cost and time savings for the City. We look forward to your review of our proposal and will gladly tailor our proposal to meet the City's anticipated needs.

Emily Elliott, AICP will serve as project director on this effort. Her office is:

Michael Baker International
3536 Concourse Street, Suite 100
Ontario, CA 91764

We are confident the Michael Baker team will add value to the City, citizens, and key stakeholders by providing a clear and transparent process that allows for full participation, broad understanding, and timely and compliant Housing Element update.

This proposal will remain valid for a period of no less than 90 days.

Please do not hesitate to contact me at (909) 974-4961 or emily.elliott@mbakerintl.com if you have any questions. We look forward to the opportunity to earn your trust and confidence through exceptional service to the City of Madera.

Sincerely,

Emily Elliott, AICP
Project Director, Associate Vice President

Peter Minegar, AICP
Office Executive, Vice President (authorized to bind)

WORK PLAN

Our proposed work plan to complete the Housing Element update is outlined below. The scope includes all of the tasks requested in the Request for Proposals; however, we have noted certain tasks as optional in order to prioritize both funding and staffing resources toward the Housing Element update and its statutory deadline. The Safety Element and Environmental Justice Element do not have statutory deadlines. Please note that while all of the scope items are included, we have restructured the order of tasks based on our experience and knowledge gained from updating 20 other 6th Cycle Housing Elements.

TASK 1 – PROJECT MANAGEMENT AND COORDINATION

TASK 1.1 PROJECT KICKOFF MEETING

At the project kickoff meeting, the Michael Baker project team will hold a teleconference meeting with City staff to review and refine the scope of work, discuss expectations and assumptions, collect information sources, and go through the project schedule and work plan for carrying out the work.

We will also take this opportunity to agree on the best and preferred methods for ensuring regular communication with the City, including conference calls, progress reports, or other communication methods. Our work plan will include information regarding quality assurance/quality control (QA/QC) protocols and project management items agreed upon at the kickoff meeting. After the kickoff meeting, we will develop a detailed project timeline with milestones beginning with review of the 2020-2024 Housing Element update and an initial review and discussion of opportunity sites proceeding through City Council adoption by the January 31, 2024, statutory adoption deadline and 120-day grace period.

Task Deliverables:

- Materials for kickoff meeting with City via web conference
- Meeting attendance sheet and meeting notes (Word document, PDF)
- Work plan including contact information, QA/QC protocols, and initial project schedule (Word document, PDF)
- Detailed data request checklist (see appendix)

TASK 1.2 PROJECT SCHEDULE

The project team will work with the City to refine the initial project schedule with a list of critical path tasks required to proceed toward adoption by the January 31, 2024, statutory deadline. We will work with the City to integrate tasks to occur concurrently to the degree feasible in order to reduce the overall project timeline. Additionally, refinements will be made after the kickoff meeting.

Task Deliverable:

- Revised project schedule (Excel document, PDF)

TASK 1.3 PROJECT MANAGEMENT, COORDINATION, AND QUALITY CONTROL

The Michael Baker project management style includes regular communication between the project manager and the City. The project manager, in conjunction with the task leads, will coordinate on key tasks to meet the overall project schedule. The project manager will implement Michael Baker's QA/QC program and provide written status memos.

We recommend scheduling a standing conference call approximately every two weeks throughout the project. These calls provide an opportunity to review tasks in progress, share information, identify and resolve any issues early, and review key milestones and upcoming deliverables. The project team will also communicate with City staff by email and phone throughout the project, independent from the scheduled calls. In addition, this task provides for tracking/monitoring of the project schedule and monthly billing and invoicing. Meetings will be conducted via Microsoft Teams or Zoom to facilitate team schedules and

minimize travel time and costs throughout the project, respecting varying COVID-19 protocols between team members and the City while maintaining project momentum.

City staff plays a critical role in the updating the Housing Element. Institutional/historical knowledge is crucial to completing a thorough analysis. Michael Baker expects that City staff will be readily available to answer questions and provide data and context. We expect to work closely with members of the City's Housing Department. With respect to the Safety Element, communication with and participation by fire, police, and utility officials are needed.

Task Deliverables:

- Summary of notes from twice per month coordination call meetings with City staff via virtual platforms (PDF)
- Project schedule review of key milestones through adoption
- Monthly written progress summary reports with invoices (PDF)

TASK 2 – COMMUNITY OUTREACH AND ENGAGEMENT

TASK 2.1 COMMUNITY AND STAKEHOLDER OUTREACH AND ENGAGEMENT STRATEGY

One of the most critical aspects of the Housing Element update process is the importance of the public participation process. The Housing Element, and the newly added AFFH analysis in particular, relies heavily upon local knowledge to supplement and better understand the data and housing issues at hand, as well as creating the programs that work best to serve local and regional needs—and there is no better source of local knowledge than the residents, stakeholders, and leaders of the City of Madera to help shape the tailored housing solutions for their community.

The State of California has passed several laws that have dramatically changed the landscape of housing planning. For communities, these laws are complicated, confusing, and/or so new that the impact is uncertain. Some of these laws have strict requirements and limit the ability of jurisdictions to customize planning policies to their own preferences. For these reasons, we propose conducting an initial study session for the City Council so that information can be provided, vetted, and explored for its impact on the Housing Element.

Michael Baker also recognizes the importance and significance of involving those hard-to-reach groups and special needs populations, such as persons experiencing homelessness, elderly residents, single-parent households, non-English speaking individuals, persons with disabilities, and racial/ethnic minority families.

The City's racial and ethnic makeup, according to the most recent census data, is as follows: 42.3 percent White, 3.9 percent Black, 1.2 percent American Indian/Alaskan Native, 2 percent Asian, 0.1 percent Native Hawaiian/Pacific Islander, and 12.7 percent two or more races. Additionally, 79.3 percent of residents are Hispanic or Latino, and 61.7 percent of the population reports speaking a language other than English at home. The Madera County median household income is \$66,709 while the City's median income is \$53,777. The median household sales price is \$255,500. About 8.9 percent of the population is 65 years old or older.

Michael Baker will use communication channels that have proven successful in engaging harder to reach groups. Our strategy for public participation includes using multiple forms of outreach and offering a variety of options for community members to engage and share information about their neighborhoods and experiences.

A successful community participation strategy recognizes that different populations engage differently with outreach efforts and, to that end, includes a range of opportunities for engagement. Some populations prefer to use online surveys or social media. Others, such as elderly persons, engage better in open meeting settings or prefer low technology, while some prefer more intimate or spontaneous events. We will customize the plan for the City to maximize outreach, with a focus on populations that may be marginalized or underrepresented in the public sphere.

We have outlined a general approach for the Housing Element public outreach process below, which will be further refined with key City staff. We have the right experience with both in-person and virtual community engagement and have a wide range of tools at our disposal (using online, print, and telephone methods) to facilitate a meaningful dialogue with the community. As we have continued to provide our clients with the same services through COVID-19, we have refined our approach using virtual tools to reach the broadest audience.

Lastly, Michael Baker recognizes the importance of informing the public about housing programs, and especially the new fair housing laws. Our engagement materials will educate the community on Housing Element laws, fair housing laws, and affordable housing programs and policies that the City identifies as important.

The Safety and Environmental Justice Elements also require community and stakeholder engagement. That process will occur alongside the Housing Element engagement program in order to capitalize on the economy of scale.

Task Deliverables:

- Community outreach and engagement strategy (Word document, PDF)
- Facilitated meeting with City staff and meeting notes regarding any adjustments to community outreach and engagement strategy

TASK 2.2 OUTREACH MATERIALS AND SUMMARY OF FINDINGS

In consultation with key City staff, the project team will produce a set of public outreach materials, using consistent graphics and messaging. We will prepare outreach materials in both print and online formats designed to inform community members about the Housing/Safety/Environmental Justice Element updates and invite their participation and input in the process. Materials may include, but are not limited to:

- Digital media suitable for the City website, social media, and electronic communications (electronic formats)
- Postcards or flyers for printing and distribution/posting (upto \$2500 in printing costs)

We anticipate the City will be responsible for distributing outreach materials to its contacts through typical channels such as email listservs and social media. We are available to assist in distributing outreach materials and publicizing community events and can discuss the level of need as part of finalizing the scope.

We will provide the outreach materials (e.g., flyers, handouts, surveys) in English and Spanish. Languages other than Spanish will be provided at an additional fee if the City determines that to be appropriate. Translation of non-English comments from these documents and the translation of written comments from the public at meetings or workshops is included in this scope up to the number of hours budgeted in the project fee schedule. Workshop meeting materials will be provided in English and Spanish. We will provide translation/interpretation services from English to Spanish at the four workshops through vendor translation services, or will use City-recommended in-house staff or local interpreters that are experienced with City specific outreach, if preferred. Michael Baker assumes that the workshops will be conducted virtually and use separate audio channels for English and Spanish. Additional translation and interpretation services can be provided, if necessary, on a time and materials basis. Michael Baker will provide the City with a draft version of outreach materials for their feedback and edits; if preferred, Michael Baker will provide a second draft for final review and approval prior to finalizing the documents.

Task Deliverables:

- Digital content specific to the Housing Element and monthly updates to content
- Outreach materials prepared in conjunction with City staff necessary to facilitate Task 2.3

- Outreach materials outlined in Task 2.2 above; survey and flyers will be provided in English and Spanish
- Copies of outreach meeting presentations, including translated non-English public comments

TASK 2.3 COMMUNITY OUTREACH/ENGAGEMENT MEETINGS AND ACTIVITIES

Task 2.3.1 Community Workshops (4)

We propose four online/virtual (live) community workshop presentations at different times to meet with community residents, agencies, and key stakeholders. Utilizing this meeting format, we will provide a brief presentation summarizing the Housing Element update process, as well as background and contextual information including purpose, goals, objectives, contents, and key issues and concerns. The presentations will include interactive live polls with the public followed by brief discussions of the results as well as questions and answers throughout the workshops. A key advantage of the online format is that meetings are more convenient for individuals to attend from a remote location, and can be more easily accessible for those with mobility issues or who would otherwise have to find transportation. Another advantage is the ability to record the workshops for later viewing, sharing, and summary. This includes transcripts of the written questions and answers, and information on workshop attendance. We anticipate having two to three members of Michael Baker's outreach team at these meetings to facilitate community feedback and answer questions. Michael Baker will prepare the PowerPoint presentation materials and facilitate the discussion. We assume City staff will participate to assist with the presentation and the question-and-answer portion of the session. The four workshops would include the same presentation materials and information. The workshops will be recorded and made available with a copy of the presentation slides for publication and independent review on the City's website.

Task 2.3.2 Initial City Council or Joint City Council/Planning Commission Study Session

We will conduct a study session with the City Council, or a joint session of the City Council and Planning Commission, early in the process to inform interested parties of the undertaking and to seek input on specific key issues and opportunities, and key components of the Housing Element update. This session can also discuss the statutory and the dramatically increased HCD authority, expectations, review requirements and scrutiny to obtain certification. A key objective is to review, prioritize, and strategize the specific accomplishments, timelines, and resources for the programs/goals.

The Michael Baker team will prepare a presentation for the meeting. This task assumes City staff will be responsible for assistance with logistical support and preparation of a staff report. This task assumes the project team will attend the study session virtually through an online platform (Teams or Zoom). In-person attendance can be arranged on an additional time and materials basis and pending the availability of the consultant.

Task 2.3.3 Stakeholder Interviews (up to 15 interview attendees)

Engagement of and input from local advocacy groups and minority/special needs populations are important to the Housing Element update and will be required by HCD. We recommend engaging these groups early in the update process to receive feedback. The project team will work with the City to conduct up to fifteen one-on-one or two small focus group stakeholder interviews to discuss the Housing Element update and receive feedback on current and proposed programs. We will work closely with City staff to identify stakeholders that represent a broad cross-section of the City of Madera so that the discussions regarding housing issues include market-rate developers, affordable housing developers and fair housing advocates, and community-based organizations. We find that targeted stakeholder interviews are much easier to schedule and attend and save a lot of time and resources for all involved.

Task 2.3.4 Online Housing Needs Survey

We will prepare an online community housing needs survey, which is another key method to obtaining valuable information. The survey has the advantage of occurring over a longer period, including bracketing other engagement events to provide more input and follow-up comments. The survey is recommended to be relatively simple to encourage participation, and would focus on identifying housing needs, opportunities, issues, priorities, and recommended policies. We recommend that the survey be

kept open throughout the engagement period covering development of the Housing Element, up to and including the public review periods. It would close before the public hearings on the draft elements or can be modified to collect comments on the public review draft.

Task Deliverables:

- Four virtual community workshop events including one interpreter per workshop
- One initial City Council-only or one Joint City Council/Planning Commission Study Session
- Stakeholder interviews
- Online housing needs survey
- Spanish translation services for four community workshops (upto \$3000)

TASK 2.4 PUBLIC REVIEW DRAFT HEARING

Michael Baker will prepare a virtual presentation for a public review hearing to obtain public input on the public review draft Housing Element. The hearing would be held during the initial 30-day public review period and before the 90-day HCD review period. The presentation will summarize the purpose and content of the Housing Element, the process and input to date, key changes including RHNA sites inventory, and any necessary rezoning and housing programs, and will include opportunity for public comment. Michael Baker will prepare one set of similar presentation materials for the meeting. This task also includes preparation of one flyer advertising the meeting in two languages (including English), as directed by the City. This task includes interpretation services at the public hearing and translation of comments to English. Michael Baker will provide the City with a draft version of materials for their feedback and edits; if preferred, Michael Baker will provide a second draft for final review and approval prior to finalizing the documents.

Task Deliverables:

- Preparation of presentation for one hearing on the public review draft (Power Point, PDF)
- Attendance (virtual) at one hearing
- Flyer in two languages
- Translation and interpretation services (Upto \$600)

TASK 3 – RESEARCH AND ANALYSIS (ADMINISTRATIVE DRAFT CHAPTERS)

Michael Baker will prepare an administrative draft of the Housing Element update. Individual draft chapters are proposed to be submitted as they are completed to facilitate and expedite City staff review.

TASK 3.1 EVALUATION OF 2020-2024 HOUSING ELEMENT AND ACCOMPLISHMENTS

Michael Baker will conduct an initial overall review and assessment of the 2020-2024 (5th Cycle) Housing Element. This evaluation will be submitted as a written outline with recommended changes (including relevant justification) and areas for improvement, programs that should be considered, and any other relevant housing issues that might be included in this update. We will also provide a list of other General Plan elements and appendices that will require updates for internal consistency.

This task will include review of the documents relevant to the Housing Element update such as:

- 2020-2024 Housing Element
- Annual Progress Reports
- Past communication with HCD, including any findings letters
- Land Use and Environmental Justice Elements (for consistency)
- Other applicable programs and ordinances identified during project kickoff

This task includes the review of housing goals, policies, and program accomplishments including status, evaluation of implementation and effectiveness, and whether the prior housing programs will be retained, modified, deleted, or amended with new programs.

Task Deliverables:

- Memorandum summarizing the evaluation findings and recommendations including a list of General Plan amendments for consistency (Word, PDF)
- Administrative draft evaluation of accomplishments chapter (Word, PDF)

TASK 3.2 HOUSING NEEDS ASSESSMENT

The housing needs assessment will contain the following topics to satisfy Government Code Section 65583(a) requirements:

- Demographics, income, and employment trends
- Household characteristics
- Housing stock characteristics
- At-risk housing analysis; analysis of special housing needs

The majority of the data and analysis will be provided by data packets that have been pre-reviewed by HCD for consistency with State requirements to increase predictability in the Housing Element approval process.

Task Deliverables:

- Administrative draft housing needs assessment (Word, PDF)

TASK 3.3 AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)

Michael Baker will prepare and incorporate a new chapter for the AFFH analysis. The new chapter will be prepared pursuant to HCD's recent guidelines and developing review comments and requirements. The federal AFFH rule requires a jurisdiction to take "deliberate action to explicitly address, combat, and relieve disparities resulting from past and current patterns of segregation to foster more inclusive communities." AB 686 extended this AFFH requirement to cities and counties in California. Cities must incorporate fair housing issues, analysis, goals, and actions when updating their Housing Elements. As such, we will prepare an analysis of fair housing issues, identify contributing factors, develop goals and actions, and review prior goals and actions. Fair housing issues to be assessed include review of fair housing enforcement and capacity, segregation and integration, racially/ethnically concentrated areas of poverty, access to opportunity, and disproportionate housing needs and displacement risk. Analysis will consider local and regional patterns and trends, and local data and knowledge gathered from effective community engagement.

Michael Baker has worked closely with HCD to fulfill the new and extensive AFFH guidance and HCD requirements. The goal setting process task requires extensive input from City staff and stakeholders/community to provide local knowledge and explanations of the contributing factors for various fair housing issues and will require a commitment to development of new goals or programs to directly address and resolve fair housing issues. The programs will require clear, measurable, and enforceable outcomes, geographic specificity, and timelines.

Please note that certification of the Housing Element will depend on HCD's determination as to whether the programs will achieve significant and meaningful results. Michael Baker will prepare draft goals for review by the City and community/stakeholders; however, City staff and community/stakeholders will need to commit to and provide input on the specific resources, outcomes, and timelines for achieving these goals. With the community engagement process suggested above, Michael Baker will assist the City and its community/stakeholders to be informed, prepared, and ultimately successful in taking meaningful action to further fair housing in its community.

Task Deliverables:

- Administrative draft AFFH chapter (Word, PDF)

TASK 3.4 HOUSING RESOURCES AND SITES INVENTORY

New State laws on addressing the adequate sites requirement (AB 1397 and SB 166) have significant impacts on the sites inventory. AB 1397 places higher standards on the reuse of sites, reliance of non-vacant sites, and extreme sizes of sites (too small and too large). SB 166 requires a no-net-loss accounting that necessitates a sites inventory with a comfortable 15-30 percent buffer.

We will use the current sites inventory as a starting point and work with the City to determine which sites are still viable RHNA sites based on new State law requirements. We will update the site selection criteria to identify new sites and reevaluate sites identified from the 5th Cycle Housing Element Land Inventory. As part of the site selection process, we will consider the General Plan policies and land use density range, zoning, available infrastructure, and opportunities within approved specific plans. We will formulate General Plan and zoning strategies that will address additional housing unit capacity. This task also assumes a high level of collaboration with City staff to identify and evaluate individual sites and essential development criteria and likelihood based on local knowledge, such as ownership status and interest, tenant status, stability and turnover, and particular opportunities and constraints. As part of the housing sites analysis, we will complete the following:

Document potential sites. We will prepare an inventory, map, and analysis illustrating the City's capacity to accommodate the 6th Cycle RHNA. In keeping with State law, we will document the realistic development capacity of each site (or typology) based on local development trends and/or proposed programs, and prepare a map showing all identified sites. We recommend safe and defensible assumptions to facilitate HCD approval and to avoid and minimize the no-net-loss risks.

Review sites for whether they affirmatively further fair housing. We will prepare an evaluation of the sites to determine how they meet the AFFH rule and work with City staff to determine if the sites identified in the inventory are located throughout the community in a manner that has the ability to affirmatively further an increase in fair housing.

Non-vacant sites analysis. We will complete an analysis of non-vacant sites to address a portion of the RHNA. As part of this task, we will analyze the realistic development potential within the planning period by considering the extent that a non-vacant site's existing use impedes additional residential development, the jurisdiction's past experience converting existing uses to higher-density residential development, and market trends and conditions. We will analyze the local housing trends to establish site potential estimates. Anticipated and actual project densities will be used to project and substantiate assumed future development yields of proposed RHNA sites. This task assumes that City staff will provide data to allow a comparison of the maximum zoning density to the actual project yield, including percentage and types of affordable units from development projects built, approved, or under review during the 5th Cycle period.

Infrastructure constraints analysis. With supporting GIS data provided by the City, we will work to determine if parcels included in the sites inventory have sufficient access to water, sewer, and dry utilities and adequate capacity to support housing development. This task assumes that City staff will review existing General Plan programs or other mandatory programs or plans to secure sufficient water, sewer, and dry utilities supply and identify any potential limitations or constraints and improvements necessary to support housing development on the site. This task does not include technical studies or evaluation.

Opportunities and resources. In collaboration with key City staff, the project team will review and update the sites inventory in the 2020-2024 Housing Element as needed, taking into consideration development that has occurred since adoption of the current document as well as the adequate sites requirements under the numerous new State housing laws adopted since the last Housing Element.

Rezoning analyses (if needed). If rezoning is necessary to meet the RHNA obligations, we will work with City staff to identify potential areas for rezoning to maintain an adequate housing sites inventory

throughout the eight-year planning period. This task will be provided on a time and materials basis. An estimated budget has been provided. A preliminary review of the 2018 General Plan update suggests that there may be adequate land with appropriate designations and zoning at higher densities to meet the 1,195 lower-income household RHNA without rezoning.

Task Deliverables:

- Review and evaluation of relevant background materials (Word, PDF)
- Proposed methodological approach, housing project potential and yield trends, assumptions, and initial sites inventory results and recommended options (Word, PDF)
- Administrative draft housing sites inventory chapter, list, and map (Word, PDF)
- Rezoning analyses, if required (time and materials budget, estimated at 180 hours)

TASK 3.5 HOUSING CONSTRAINTS

We will identify potential governmental and nongovernmental constraints to housing production, including environmental and infrastructural constraints. This analysis must contain a review of factors that may potentially constrain the development, improvement, and preservation of housing in Madera. Factors to be reviewed include market, governmental, environmental, and infrastructural constraints. New housing laws require the assessment of nongovernmental constraints, including NIMBYism, lending practices, shortage of labor, and other economic factors.

Task Deliverables:

- Memorandum summarizing the findings of the housing constraints analysis (Word, PDF)
- Administrative draft of housing constraints section of 2024-2032 Draft Housing Element (Word, PDF)

TASK 3.6 HOUSING PLAN (GOALS, POLICIES, AND QUANTIFIED OBJECTIVES)

Based upon the analyses and research conducted in the previous tasks, we will update the goals, policies, and quantified objectives section of the Housing Element (the Housing Plan). For each program included in the Housing Plan, we will work with the City to establish the time frame for implementation, specific objectives, funding sources, and responsible agencies. The programs will satisfy the requirements of Government Code Sections 65583(b) and (c).

Task Deliverables:

- Meeting with City staff
- Administrative draft of the Housing Plan (goals, policies, and quantified objectives) (Word, PDF)

TASK 4 – HOUSING ELEMENT PREPARATION

TASK 4.1 DRAFT HOUSING ELEMENT (SCREENCHECK AND PUBLIC REVIEW DRAFTS)

Upon receipt of a comprehensive set of staff review comments and requested changes on the administrative draft chapters, Michael Baker will prepare a complete screencheck review draft Housing Element for staff review and comment.

The public review draft will be published and circulated for public review and comment for at least two weeks prior to submittal to HCD for its initial 90-day compliance review.

Task Deliverables:

- Screencheck draft Housing Element (Word, PDF)
- Task 2.3 City Council study session (or one joint City Council workshop with the Planning Commission)
- Public review draft Housing Element (Word, PDF)

- Submittal of draft Housing Element to HCD along with a submittal letter and completed review checklist for the initial 90-day compliance review (Word, PDF)

TASK 4.2 HCD SUBSTANTIAL COMPLIANCE REVIEW AND FINAL DRAFT HOUSING ELEMENT

Michael Baker will work closely with HCD and City staff, coordinate conference calls, and address public review comments, preliminary HCD review comments on the draft Housing Element during the 90-day review period (if provided), and the HCD review letter. The goal is to achieve a Finding of Substantial Compliance for the draft Housing Element before proceeding to adoption. In this manner, the City Council can adopt the Housing Element with the revisions identified by HCD to obtain certification.

We have proposed a time and materials budget for preparation of the final draft Housing Element. This budget includes preparation of second and third (if required) public and HCD review drafts in response to comments received on the first and second public review drafts, and preparation of the final draft Housing Element for the Planning Commission and City Council adoption hearings to address a second and third (if required) round of public review comments and the HCD compliance review letter. This task estimates a total of 180 staff hours. If additional hours are needed, we will seek City authorization.

Task Deliverables:

- Review of public and HCD review comments and preparation of responses and revisions with City staff
- Conference calls and correspondence with HCD and City staff to answer questions and address key issues
- Preparation of a second and third (if required) public and HCD review drafts (Word, PDF)
- Preparation of a final draft for Planning Commission and City Council hearings, and adoption (Word, PDF)

TASK 5 – CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

It is not known whether the City has adequate sites to meet the 6th Cycle RHNA, and to what extent rezoning will be required. It may be possible the Housing Element could be adopted via an exemption, preparation of an Addendum to the City's 2018 General Plan EIR, or an Initial Study (Mitigated) Negative Declaration (IS/MND). Michael Baker recognizes that Housing Elements require a tailored CEQA approach, that oftentimes cannot be determined until further into the planning process. As such, Michael Baker has included a CEQA strategy task that would allow our team to review existing planning documents, the proposed projects, rezoning, and other project components to determine the most appropriate CEQA document for the project. At this early stage, we recommend the City consider an addendum to adopt the Housing Element as a policy document. The addendum will be much more expeditious and would allow the City the time needed to prepare an EIR to adopt a rezoning program or other implementing measures.

TASK 5.1 CEQA STRATEGY DEVELOPMENT

There is no “one size fits all” approach to CEQA compliance for Housing Element updates. The Michael Baker team will work collaboratively with City staff to outline the best path forward based on the overall objectives of the City. Considerations will include:

- Nature and scope of available planning documents, including the 2018 General Plan EIR, prior cycle Housing Element approvals, or recent major development project evaluations (e.g., 2011 Downtown Specific Plan, 2018 Whitmore Ranch Specific Plan)
- Desired utility of CEQA process to streamline future housing approvals
- Feasibility of meeting state schedule mandates
- Extent of rezoning actions to accommodate the RHNA allocation, if necessary

Starting at project kickoff, our CEQA team will work alongside the Housing Element team to review the proposed rezoning required as well as other components of the Housing Element update. Once our team completes document reviews and addresses other considerations outlined above with City staff, we will provide a CEQA Strategy Memorandum that details the CEQA compliance path, key data needs to meet milestones, and a budget. It is anticipated that the CEQA scope of work will be able to be defined once a recommended sites inventory has been developed (near the time of the public review draft). Michael Baker will work to develop the CEQA scope as early in the process as possible, to reduce the overall project timeline.

CEQA compliance costs and timelines could range from less than \$5,000 for an exemption, \$25,000 and three months for an Addendum to a previously certified EIR, to approximately \$250,000 and 12 months if a new EIR is required. If impacts can be avoided via mitigation, an MND could potentially be a “middle ground” solution.

Deliverable:

- CEQA document review, project description, strategy discussions and memorandum, scope and fee (Word, PDF)
- Common sense exemption, if appropriate (Word, PDF)

TASK 6 – HOUSING ELEMENT ADOPTION AND CERTIFICATION

TASK 6.1 PLANNING COMMISSION AND CITY COUNCIL HEARINGS

The Michael Baker team will prepare for and remotely attend one Planning Commission hearing and one City Council hearing for the adoption of the Housing Element update. Up to two members of the Michael Baker team will be available to attend each hearing and respond to comments and questions. This task also includes preparation of the staff report package and one flyer advertising both hearings. City staff will be responsible for room reservations, distributing required public notices, and staff reports for these meetings. We will collaborate with City staff to prepare and deliver presentations for each public hearing. It is assumed that Michael Baker will attend and coordinate all workshops and hearings virtually through online engagement platforms. If desired, in-person attendance can be provided on a time and materials and based on consultant availability.

Task Deliverables:

- Virtual attendance and support at one Planning Commission hearing and one City Council hearing (Word, PDF)
- One Planning Commission staff report package, one City Council staff report package (Word, PDF)
- One Planning Commission presentation, one City Council presentation (Power Point, PDF)

TASK 6.2 STATE CERTIFICATION

After adoption, the Housing Element update must be submitted to HCD for its final review. We will serve as the City’s liaison with HCD and will assist the City in achieving certification of the Housing Element. This task assumes an HCD letter of substantial compliance on the public review or adopted draft. We have proposed a time and materials budget to address final technical revisions that HCD may require for certification. This task does not include revisions that require readoption of the Housing Element as this scope of work assumes one round of adoption hearings. Adoption of the Housing Element update should reserve the right, via the adopting ordinance, to readopt the Housing Element as necessary to make technical revisions and amendments to the element without the need for prior public or HCD review.

Task Deliverables:

- Submittal of City-adopted Housing Element to HCD for final 60-day review and certification
- Coordination with HCD and City staff to discuss and address any remaining technical comments and revisions to obtain certification

- One set of final revisions to address final technical comments from HCD during the 60-day review period

OPTIONAL TASK 7 – SAFETY ELEMENT UPDATE

We understand that the City is updating its Housing Element, and in accordance with State law, the Safety Element must also be updated. Government Code Section 65302 (g)(1) governs the requirements of a Safety Element. This section identifies the need for cities and counties to understand their vulnerabilities to hazards such as seismic hazards (primary and secondary), wildfires, geologic issues (landslides, subsidence, etc.), flooding, climate change, and other natural hazards.

It is our understanding that the current Safety Element was adopted in 2009. Updated data and information is available to document existing conditions since 2009. The City may have also fulfilled policies and action items in the current Safety Element, and others may be obsolete. The City may be aiming for new policies and action items as well as wanting to establish consistency with other planning documents such as the Emergency Operations Plan, local hazard mitigation plans, and water, sewer, and other infrastructure plans. Additionally, several bills have passed that will need to be addressed for compliance:

- AB 2140: Integration of Local Hazard Mitigation Plan (LHMP)
- SB 1241: Fire Hazard Safety Consultation with California Department of Forestry and Fire Protection (Cal Fire)
- SB 246: Integrated Climate Adaptation and Resiliency Program
- SB 99: Evacuation routes identification
- AB 747: Evacuation routes to include safety, viability, and capacity
- SB 1241: Consultation with Cal Fire and the Department of Conservation on wildfire policies
- Other minor updates may also be required per OPR guidelines, such as including the dam inundation map.

We also understand that the Safety Element includes the Health Element. The Health Element addresses issues related to multimodal transportation, access to food, parks, schools, community facilities and transit, air and water quality, and so on. Since the topics addressed in the Health Element are similar to and complement the topics in the Environmental Justice Element, we propose combining the Health Element with the Environmental Justice Element to avoid duplication of policies.

TASK 7.1 REVIEW AND EVALUATE THE CURRENT SAFETY ELEMENT

Michael Baker will review and evaluate the current Safety Element to determine compliance with State law and OPR guidance for Safety Element updates. At a minimum, it is anticipated that the current Safety Element will require the following regulatory updates:

- LHMP integration or incorporation by reference into the Safety Element (AB 2140).
- Climate change adaptation and resilience discussion and policies in the Safety Element, including references to the LHMP vulnerability assessment (SB 379), codified by Government Code 65302(g)(4).
- Identification of evacuation routes and residential developments in hazard areas that do not have access to at least two emergency evacuation routes (SB 99).
- Analysis of evacuation routes to include safety, viability, and capacity under emergency scenarios (AB 747). AB 747 requires that, upon the next revision of an LHMP on or after January 1, 2022, or beginning on or before January 1, 2022, if a local jurisdiction has not adopted an LHMP, the Safety Element be reviewed and updated as necessary to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios.

- Establish policies to address development in very high fire hazard severity zones and consultation with Cal Fire and the Department of Conservation on wildfire policies (SB 1241).
- Update information on existing conditions based on OPR guidelines and document new sections such as climate resiliency, evacuation, drought, dam inundation, the impact of a tsunami, emergency preparedness, and so on.

In addition, Michael Baker will review existing conditions and provide recommendations for other policy areas that may enhance the Safety Element, such as Crime Prevention through Environmental Design (CPTED), public health, or public safety awareness and education. Michael Baker will prepare a written summary analysis of the existing Safety Element, along with a checklist outlining recommended edits, revisions, and additions. All recommendations will clearly respond to updated regulatory requirements, OPR recommendations, and regional best practices

Task Deliverables:

- Safety Element review memorandum and recommendations (Word document, PDF)

TASK 7.2 DRAFT SAFETY ELEMENT

Task 7.2.1 Mapping and Exhibits

Michael Baker will prepare updated mapping and exhibits for inclusion in the Safety Element update. Exhibits prepared in the LHMP will be utilized where possible. Exhibits for the Safety Element update are anticipated to include:

- Dam inundation zones
- Evacuation routes
- Neighborhoods without at least two evacuation routes
- FEMA flood zones
- Hazardous materials facilities and locations
- Landslide hazard zones
- Liquefaction hazard zones
- Regional and local fault zones
- Wildfire hazard zones

Hazard data will be cross-referenced with the parcel, road, and hydrologic data to prepare meaningful and applicable maps to support the City with policy and decision-making.

Task Deliverables:

- Hazard maps and illustrative exhibits (PDF, jpeg format)

Task 7.2.2 Administrative Draft Safety Element

Michael Baker will prepare an administrative draft Safety Element update for City review. The administrative draft will include an updated introduction section, existing conditions report, relationship to other General Plan elements, goals, policies, objectives, and illustrative exhibits. Michael Baker will provide one electronic Word file for screencheck review and assumes that one round of comments in redline/strikeout or track changes will be compiled into one document by the City.

Michael Baker understands that the City is a jurisdictional partner in the Madera County LHMP. The County LHMP will expire in November 2023, and the County has started updating it. The City remains a jurisdictional partner in this update per the resolution passed by City Council on July 6, 2022. We will work with County's timeline for the LHMP update to reference the Vulnerability Assessment to comply with SB 379 and to integrate the LHMP by reference into the Safety Element per AB 2140. We also assume that the County LHMP will provide an evacuation routes study to comply with AB 747 that we can then

reference in the Safety Element. If the County is not doing such a study, then Michael Baker can provide additional scope and fee to do this study in compliance with AB 747.

Michael Baker will also facilitate consultation with Cal Fire and the Department of Conservation pursuant to SB 1241 to review policies specific to wildfire hazards and development in wildfire hazard zones. An electronic copy of the administrative draft Safety Element will be provided to both agencies for screencheck review. It is assumed that Cal Fire and the Department of Conservation will require up to 90 days to review and provide comments on the administrative draft Safety Element.

Deliverables

- Administrative draft Safety Element (Word document)
- Consultation with Cal Fire and the Department of Conservation

TASK 7.3 PUBLIC REVIEW DRAFT AND FINAL SAFETY ELEMENT

Task 7.3.1 Public Review Draft of the Safety Element

Michael Baker will incorporate comments received in Task 7.2.2 to prepare a Safety Element public review draft. Public review is anticipated to occur over a minimum 30-day period, with the Safety Element made available on the City website. The City is responsible for noticing the availability of the Safety Element, collecting public comments, and distributing it to Michael Baker at the close of the public review period.

Task Deliverables

- Public review draft Safety Element (Word document, PDF)

Task 7.3.2 Final Safety Element

Michael Baker will compile public comments received in Task 7.3.1 and incorporate changes into the Safety Element as necessary. The final Safety Element will be prepared for presentation to the Planning Commission and City Council, as outlined in Task 6.1.

Task Deliverables

- Final Safety Element (Word document, PDF)

OPTIONAL TASK 8 – ENVIRONMENTAL JUSTICE ELEMENT

California Government Code Section 65302(h) defines disadvantaged communities as: “an area identified by the California Environmental Protection Agency [Cal EPA] pursuant to Section 39711 of the Health and Safety Code or an area that is low-income area that is disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation.” As of May 2022, the final designation of disadvantaged communities (DACs) was released by CalEPA to include four criteria markers. The scope of work was informed by the applicability of the criteria to the City of Madera, included below.

DAC Designation Criteria	Applicability to City of Madera
1. Census tracts receiving the highest 25 percent of overall scores in CalEnviroScreen 4.0.	Applicable. Ten of eleven tracts in the City of Madera have a CalEnviroScreen 4.0 score of 75 or higher: <ul style="list-style-type: none"> ▪ Census Tract 6039000700 – Composite Score: 76 ▪ Census Tract 6039000503 – Composite Score: 77 ▪ Census Tract 6039000506 – Composite Score: 77 ▪ Census Tract 6039000507 – Composite Score: 78 ▪ Census Tract 6039000604 – Composite Score: 78 ▪ Census Tract 6039000508 – Composite Score: 80 ▪ Census Tract 6039000602 – Composite Score: 90 ▪ Census Tract 6039000502 – Composite Score: 96 ▪ Census Tract 6039000900 – Composite Score: 98 ▪ Census Tract 6039000800 – Composite Score: 99

DAC Designation Criteria	Applicability to City of Madera
2. Census tracts lacking overall scores in CalEnviroScreen 4.0 due to data gaps, but receiving the highest 5 percent of CalEnviroScreen 4.0 cumulative pollution burden scores.	Not applicable. Census tracts in the City of Madera are not reported by CalEnviroScreen with any data gaps.
3. Census tracts identified in the SB 535 2017 DAC designation as disadvantaged, regardless of their scores in CalEnviroScreen 4.0.	Applicable. Seven census tracts within the City of Madera were identified as SB 535 Disadvantaged Communities: <ul style="list-style-type: none"> ▪ Census Tract 6039000503 ▪ Census Tract 6039000506 ▪ Census Tract 6039000603 ▪ Census Tract 6039000602 ▪ Census Tract 6039000800 ▪ Census Tract 6039000900 ▪ Census Tract 6039000502
4. Lands under the control of federally recognized Tribes.	Not applicable. No federally recognized tribe controls land within the City of Madera.

Because all eleven census tracts within the City of Madera meet one or more of the CalEPA DAC designation criteria, the City must prepare and adopt an Environmental Justice Element in compliance with SB 1000.

TASK 8.1 DAC SPATIAL ANALYSIS AND EXHIBITS

To initiate Environmental Justice Element preparation, Michael Baker will conduct a spatial analysis to formally identify DACs within the City boundaries. It is assumed that all eleven census tracts within the City require further data investigation. CalEnviroScreen 4.0 is the primary data source as recommended by OPR to investigate disproportionate pollution burdens and negative health outcomes. CalEnviroScreen 4.0 assigns percentile scores at the census tract level to compare communities vulnerable to environmental pollution or other socioeconomic factors. Other data resources include the SB 535 Disadvantaged Community database, HCD, and US Census/American Community Survey.

Data will be shown illustratively through exhibits, to accompany spatial analysis and policy recommendations included in Task 8.2, below.

TASK 8.2 ENVIRONMENTAL JUSTICE FOCUSED COMMUNITY OUTREACH

Michael Baker will prepare web content, social media graphics, and survey questions to accompany Housing Element update community outreach tasks. This includes attendance and presentation at up to three community workshops and two public hearings. Preparing this content in concurrent coordination with the Housing Element workshops is offered as a cost benefit to the City and will allow streamlined input.

In addition, Michael Baker proposes two virtual focus meetings with community stakeholders to discuss the Environmental Justice Element. Each meeting will discuss the DAC spatial analysis and exhibits and solicit more detailed and specific information regarding disproportionate burdens impacting vulnerable populations in Madera. Focus meetings are assumed to occur virtually in small groups, approximately 4–6 stakeholders per meeting. Stakeholders will include representatives from appropriate City departments, public health agencies, and/or nonprofit and nongovernmental organizations involved in supporting the identified DAC(s). Michael Baker will work with the City to research and identify the appropriate agencies to engage with during focus meetings.

Michael Baker will lead and facilitate discussion at both meetings, prepare meeting agendas and handouts, and record meeting minutes. A minimum of two Michael Baker staff members will attend each meeting.

Michael Baker also proposes two in-person community workshops to be hosted within the identified DAC(s). Meeting strategy and content will be developed after the research in Task 8.1 has concluded, allowing the team to prepare a culturally competent approach to engaging with the community. Input will be driven by discussion and interactive activities. Spanish language translation will be provided.

Michael Baker will prepare two meeting graphics (one per in-person community workshop) for use on social media, newsletters, and printed distribution. The graphic will be prepared in both English and Spanish. The graphic will publicize the event for the City. One round of review and comment on the graphic is assumed.

TASK 8.3 DRAFT ENVIRONMENTAL JUSTICE ELEMENT

Michael Baker will utilize spatial analysis and exhibits to draft the Environmental Justice Element and inform strategic policies. The draft Environmental Justice Element will clearly respond to OPR General Plan Guidelines and Technical Advisories, updated for Environmental Justice Elements in 2020.

In addition to identifying DACs, the draft Environmental Justice Element will identify objectives and policies for the following topical areas, as required by Government Code 65302(h)(1):

- Improve air quality
- Promote public facilities
- Promote food access
- Promote safe and sanitary homes
- Reduce any unique or compounded health risks not otherwise addressed
- Promote civic engagement in the public decision-making process
- Prioritize improvements and programs that address the needs of DACs

Other topical policy areas can be included, based on the findings of the DAC spatial analysis in Task 8.1. Michael Baker will provide an electronic draft (Microsoft Word) to the City for internal review. Comments and revisions are anticipated to occur in redline/strikeout and track changes. Michael Baker anticipates the City will compile received comments for Michael Baker incorporation into a public review draft Environmental Justice Element. Public review is anticipated to occur over a minimum 30-day period, with the Environmental Justice Element made available on the City website and up to two hard copies available at locations in the City. The City will be responsible for noticing the availability of the Environmental Justice Element, collecting public comments, and distributing to Michael Baker at the close of the public review period. It is also recommended that the City provide electronic copies to stakeholders who participated in the stakeholder meetings included under Task 8.2.

TASK 8.4 FINAL ENVIRONMENTAL JUSTICE ELEMENT

Michael Baker will compile comments received on the public review draft Environmental Justice Element and incorporate changes as necessary. The final Environmental Justice Element will be prepared for presentation to the Planning Commission and City Council. Included in this scope of work is one study session for Planning Commission, one study session for City Council, one approval session for Planning Commission, and one approval session for City Council. This scope of work assumes all meetings will occur virtually.

Task Deliverables:

- DAC spatial analysis and exhibits
- Attendance and presentation at Housing Element update workshops and hearings (up to 5)
- Focused community outreach meetings – 2 virtual, 1 in-person (separate from Housing Element outreach)
- Draft and final elements

- One electronic copy (Word document and PDF) screencheck draft for review by the City
- One electronic copy (Word document and PDF) final draft
- Graphics and other materials required for public outreach

OPTIONAL TASK 9 - GRANT FUNDING STRATEGY

Michael Baker understands the City is in the process of undertaking a significant land use planning exercise with the update of the Housing, Safety, and Environmental Justice Elements. As an optional task, Michael Baker can develop a comprehensive grant funding strategy to fund or supplement project budgets associated with specific project components. As part of this work effort, Michael Baker will conduct in-depth research on potential grant programs, including OPR and FEMA funding opportunities to identify funding options. Findings will include the name of the grant program, administration agency, funding availability, grant requirements/regulations, and time frame. Findings will be presented in a technical memo, submitted to the client in electronic format. It is noted that this work effort does not include preparation of grant applications.

OPTIONAL TASK 10 - ZONING ORDINANCE REVIEW, ANALYSIS, AND UPDATE

Michael Baker will review the City's zoning ordinance for consistency with State law and the proposed 6th Cycle Housing Element update. We recommend that this take place after certification of the Housing Element to ensure the content of the ordinance update is not subject to change. Michael Baker will prepare a memorandum containing a matrix of applicable State requirements and Housing Element programs (including rezoning) analyzed against the contents of the draft ordinance. The memorandum will summarize findings and provide recommendations to achieve full compliance. Michael Baker will then use this memorandum to meet with City staff to inventory the recommended ordinance updates and provide a fee estimate based on this inventory.

ASSUMPTIONS AND EXCLUSIONS:

1. All draft and final deliverables will be in electronic format (Microsoft Word, PDF, PowerPoint, Excel).
2. Consultant attendance at meetings and hearings will be via Microsoft Teams, Zoom, or equivalent, except where specifically noted. In-person attendance at meetings, workshops, and hearings, pending availability of consultant, will be charged on a time and materials basis, including all travel time and expenses.
3. This scope and cost proposal do not include preparation of any CEQA documentation or analyses required aside from the review of relevant materials and development of a strategy, recommended approach, and cost estimate. The Housing Element update could be approved subject to an exemption, or an addendum or amendment that tiers off of the 2009 General Plan Update EIR. Alternatively, an MND or EIR could be required. It is assumed that all CEQA studies, documentation, and public notification and outreach required for any of the options listed above would be determined after completion of the administrative IS and included under a separate scope and fee.
4. Rezoning and required CEQA analyses and documentation are included as optional tasks. Any necessary rezoning will be subject to a separate CEQA review under a separate scope and fee.
5. City and fair housing service provider(s) will document local fair housing services and demonstrate compliance with and enforcement of all fair housing laws.
6. City staff will provide GIS map layers and parcel data including geocoded address and rectified (removal and resolution of duplicate or missing) APN for development project sites that have been built, approved and pending entitlement during the 2016-2024 cycle.
7. City will conduct any necessary tribal consultations.
8. City staff will identify potential eligible sites based on local knowledge. If necessary, City staff will identify and contact property and business owners to obtain information to identify the likelihood of development, recycling, or redevelopment of the site within the 6th Cycle planning period.
9. City staff will provide summaries of the relevant specific plans and assumptions regarding development potential during the 6th Cycle planning period, including developer contact and opinion, market, pro forma studies and other technical studies.
10. This scope does not include revisions or amendments that require readoption of the Housing Element.
11. The late initiation of this Housing Element update, combined with new mandatory public and HCD review periods via AB 215 (effective 2022), and typical multiple reviews and revisions by HCD will likely prevent receipt of a letter of substantial compliance (aka “certification”) from HCD before the statutory adoption date of January 31, 2024, and possibly the 120-day grace period. This would require the adoption of any necessary rezonings within one year from the statutory adoption date of January 31, 2024.

FEE PROPOSAL

City of Madera 2024-2032 Housing Element Update

FEE PROPOSAL City of Madera 2024-2032 Housing Element Update March 16, 2023	Project Director	Housing Element Lead	Safety Element Lead	Environmental Justice Lead	CEQA Lead	Community Engagement Lead	Housing Specialists	Environmental Planner	Associate Planner I	GIS/Graphics Specialist	Technical Writer/Formatting	Total Hours	City Staff - % of total hours potential	Direct Costs (e.g., travel, vendors)	Labor Cost	Total Fee
HOURLY RATE:	\$230	\$215	\$185	\$150	\$185	\$195	\$110	\$155	\$105	\$125	\$120					
Task 1: Project Management and Coordination	80	40	4	4	4	2	4	0	0	0	0	138			\$29,910	\$29,910
1.1 Kickoff meeting	6	4	2	2	2	2	4					22	n/a		\$4,110	
1.2 Project Schedule	14	4	2	2	2							24	n/a		\$5,120	
1.3 Project Management and Coordination	60	32										92	n/a		\$20,680	
Task 2: Community Engagement	14	48	0	0	0	120	190	0	0	52	22	444		\$6,100	\$66,550	\$72,650
2.1 Community and Stakeholder Outreach & Engagement Strategy						10	8				2	20	10%		\$3,070	
2.2 Outreach Materials (includes 1 language translation)						8	16			44	2	70	62%	\$2,500	\$9,060	
2.3 Community Outreach/Engagement Meetings and Activities																
2.3.1 Community Workshops (4)	10	20				30	40			4	8	112	35%	\$3,000	\$18,310	
2.3.2 City Council or Joint CC/PC Study Session (1)	2	12				16	30			4	2	66	45%		\$10,200	
2.3.3 Stakeholder Interviews (15)						24	40					64	62%		\$9,080	
2.3.4 Online Housing Needs Survey		6				16	16				2	40	40%		\$6,410	
2.4 Public Review Draft Hearing	2	8				16	40				6	72	55%	\$600	\$10,420	
Task 3: Research and Analysis (Administrative Draft Chapters)	0	136	0	0	0	0	548	0	0	30	40	754		\$200	\$98,070	\$98,270
3.1 Evaluation of 2015-2023 Housing Element & Accomplishments		16					22				6	44	25%		\$6,580	
3.2 Housing Needs Assessment		20					86				6	112	20%		\$14,480	
3.3 Affirmatively Furthering Fair Housing (AFFH)		20					90			20	8	138	15%		\$17,660	
3.4 Housing Resources and Sites Inventory		20					120			10	6	156	40%		\$19,470	
3.4 Rezoning Analysis and Plan to meet RHNA (time and materials)		20					60					80	70%		\$10,900	
3.5 Housing Constraints		20					80				6	106	30%		\$13,820	
3.6 Housing Plan (Goals, Policies, and Quantified Objectives)		20					90				8	118	30%		\$15,160	
Task 4: Housing Element Preparation	0	124	0	0	0	0	406	0	0	0	36	566		\$200	\$75,640	\$75,840
4.1 Draft Housing Element																
Screencheck Draft Housing Element		30					100				20	150	25%		\$19,850	
City Council (or joint PC) Study Session (see 2.3.2)												-				
Public Review Draft		20					90				8	118	25%		\$15,160	
4.2 HCD 90-Day Substantial Compliance Review & Final Draft												-				
Public Review Draft Meeting & Hearing (2) (see Task 2.4)											8	118	30%		\$15,580	
Public Comments Review & Revisions		24					86					180	40%		\$25,050	
Final Draft, response to HCD comments, HCD meetings		50					130									
Task 5: CEQA Coordination	0	0	0	0	12	0	0	8	8	0	2	32			\$5,080	\$5,080
5.1 CEQA Strategy (includes Exemption, if appropriate)					12			8	8		2	32	n/a		\$5,080	
Task 6: Housing Element Adoption and Certification	4	32	0	0	0	8	36	0	0	0	0	80		\$1,800	\$13,320	\$14,920
6.1 Planning Commission and City Council Hearings (2)	4	16				8	16					44	36%		\$7,680	
6.2 State Certification (Time & Materials Budget)		16					20					36	40%		\$5,640	
OPTIONAL Task 7: Safety Element Update	16	0	130	0	0	0	148	0	0	50	20	364		\$300	\$52,660	\$52,960
7.1 Review and Evaluate the Current Safety Element	10		60				60			40	6	176	30%		\$25,720	
7.2 Draft Safety Element	4		45				64			8	8	129	25%		\$18,245	
7.3 Final Safety Element	2		25				24			2	6	59	25%		\$8,695	
OPTIONAL Task 8: Environmental Justice Element	16	0	2	220	0	20	0	152	210	104	30	754		\$10,000	\$103,160	\$113,160
8.1 DAC Spatial Analysis and Exhibits	10			30				40	40	80		200	n/a		\$27,200	
8.2 Environmental Justice Focused Outreach				60		20			20	12	6	118	20%		\$17,220	
8.3 Draft Environmental Justice Element	4		2	80				80	90	12	16	284	25%		\$38,560	
8.4 Final Environmental Justice Element	2			50				32	60		8	152	25%		\$20,180	
OPTIONAL Task 9: Grant Funding Strategy	0	0	0	8	0	0	0	0	0	0	0	8			\$1,200	\$1,200
9.1 Grant Funding Strategy				8								8	n/a		\$1,200	
OPTIONAL Task 10: Zoning Ordinance Compliance Review	8	20	0	0	0	0	40	0	0	0	0	68			\$10,540	\$10,540
10.1 Zoning Ordinance Compliance Review	8	20					40					68	60%		\$10,540	
Sub-total Fixed Tasks (Housing Element + CEQA Strategy)	98	378	4	4	16	130	1,184	8	8	82	100	3,284		\$8,100	\$288,550	\$296,650
Sub-total Optional Tasks (Safety/EJ/Zoning Ordinance)	40	20	132	228	0	20	188	152	210	154	50	1,100		\$10,300	\$67,560	\$77,860
TOTAL ALL TASKS	138	398	136	232	16	150	1,372	160	218	236	150	4,384		\$18,400	\$456,110	\$474,510
Miscellaneous Tasks Contingency (time & materials)																\$10,000
GRAND TOTAL																\$504,510

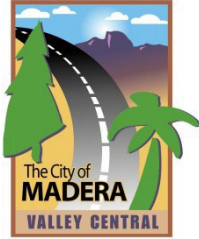
FEE PROPOSAL City of Madera 2024-2032 Housing Element Update March 16, 2023	Project Director	Housing Element Lead	Safety Element Lead	Environmental Justice Lead	CEQA Lead	Community Engagement Lead	Housing Specialists	Environmental Planner	Associate Planner I	GIS/Graphics Specialist	Technical Writer/Formatting	Total Hours	City Staff - % of total hours potential	Direct Costs (e.g., travel, vendors)	Labor Cost	Total Fee
HOURLY RATE:	\$230	\$215	\$185	\$150	\$185	\$195	\$110	\$155	\$105	\$125	\$120					

Estimated hours. Michael Baker reserves the right to adjust and transfer hours between staff and tasks. Prior City approval required to exceed any task budget.

This fee schedule is a fixed fee, not to exceed basis with the exception of the tasks specifically noted as time and materials. The fee includes a recommended contingency budget of \$30,000 (approximately 10% of the total cost of all regular tasks) as a contingency to account for unforeseen circumstances or miscellaneous City requests or modifications to the scope once underway. These funds can only be used with prior City authorization and would be billed on a time and materials basis.

Michael Baker reserves the right to adjust and transfer hours between staff and tasks.

EXHIBIT B
SCHEDULE OF COMPENSATION



REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth

Keith Helmuth, Department Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 15, 2026

Agenda Number: D-1

SUBJECT:

Phase 3 of the Avenue 13 Interceptor Sewer Rehabilitation Project

RECOMMENDATION:

Adopt a Resolution approving Amendment No. 1 to the Agreement with MKN and Associates (MKN) for \$123,588 for Additional Services for Phase 3 of the Avenue 13 Interceptor Sewer Rehabilitation, City Project No. SS-00014

SUMMARY:

The City Council (Council), at its November 3, 2021 meeting, awarded a contract to MKN and Associates for engineering and construction management services for the Avenue 13 Interceptor Sewer Rehabilitation, City Project No. SS-00014 (Project). The proposed amendment to the agreement with MKN will allow for the continuation of engineering services needed for completion of Phase 3 of the Project.

BACKGROUND:

The original agreement approved in 2021 included engineering and some construction management services to rehabilitate approximately 4.6 miles of sewer main starting at the Wastewater Treatment Plant (WWTP), heading easterly to Granada Drive, then northwesterly along the Union Pacific Railroad (UPRR) spur to Schnoor Avenue. The construction packages were divided into Phases 1, 2, and 3 based on criticality and funding. Engineered drawings were prepared for all three phases.

Following a collapse and emergency repair of a segment of the sewer trunk main in the vicinity of Granada Drive and Avenue 13 in January 2023, the City was able to secure funding to move forward with Phases 1 and 2 under one bid package. That project was advertised for bids on April 20, 2024 and bids were received on May 22, 2024.

In June, 2024 the sewer interceptor again experienced two (2) significant failures requiring emergency repairs and emergency bypass pumping. MKN provided engineering and construction management assistance to the City for both the January 2023 emergency repair and the June 2024 emergency repairs. Additionally, MKN coordinated with the successful bidder, SAK Construction, for early mobilization and subsequent modifications to portions of the work due to the failures.

DISCUSSION:

MKN expended the Phase 3 design budget performing additional engineering and construction oversight services necessary for the emergency repairs and the construction of Phase 1 and 2 rehabilitation. As a result, funds originally planned for preparation of final bid documents for Phase 3 have been exhausted. Modifications to the Phase 3 plans and specifications are needed based on knowledge gained from the Phase 1 and 2 construction. The original agreement did not include budget for construction support services for Phase 3 as funding for construction was uncertain at that time.

The City requested that MKN provide a cost proposal to:

- Complete the bidding documents for Phase 3
- Assist with bidding of Phase 3
- Perform construction management similar to Phase 1 and 2 for Phase 3

MKN submitted a proposal for the services noted above on June 30th for \$123,588. If approved, it is expected that MKN will complete bid documents, ready for bidding, within two months.

For the record, on October 31, 2025, Ardurra Group, Inc. (Ardurra) acquired 100 percent of the equity interests of Michael K. Nunley & Associates, LLP, formerly Michael K. Nunley & Associates, Inc. (MKN) pursuant to a Unit Purchase Agreement (Purchase Agreement) of the same date. Pursuant to the Purchase Agreement, Ardurra is now the owner and parent corporation of MKN. The Purchase Agreement did not change assignment of MKN's assets; therefore, the contract remains assigned to MKN. The purpose of including this information is that certain documents, including correspondence and invoices, are on Ardurra letterhead and there could be some confusion.

FINANCIAL IMPACT:

The original agreement with MKN was \$419,446.20 for professional engineering services for design of Phases 1,2 and 3, and construction management services for Phase 1, only. The agreement authorized optional services up to \$98,952.49 for a Multi-Sensor Video Inspection of certain segments of the pipeline and construction support for Phase 2 (at the time Phase 2 was not fully funded). The City directed MKN to complete the video inspection under the optional services early in the design. Because of the sewer line failures, the City used all funds allocated in the agreement, including the optional services budget. As a result, an additional \$123,588 is being requested to complete Phase 3 (this item). Phase 4 is not part of this report and a future item will be brought before Council for consideration.

It is noted that previously, the City received \$5 million for Phases 1 and 2 construction from State Senate District 14 Earmark funds made possible by State Senator Anna Caballero. The City also received an award from U.S Environmental Protection Agency (EPA) of \$3.5 million secured through the efforts of Congressman Jim Costa and an additional \$1 million from Congressman John Duarte. These funds will be used for construction of Phase 3. Most recently, Congressman Adam Gray allocated \$2 million from the Department of Housing and Urban Development (HUD) for Phase 4 construction costs. The balance of project funding is through Sewer Fund Capital Outlay.

Construction for Phase 3 of the project is included in the FY 2026/27 Capital Improvement Program (CIP) Budget. These engineering services will be funded from Sewer Fund Capital Outlay funds. Table 1 provides a summary of funding.

Table 1: Funding per phase			
Phase	Funding Source	Status	Amount
1 & 2 ^(a)	State Senator Anna Caballero	Completed March 25, 2025	\$5,000,000
	American Rescue Plan ^(b)		\$5,570,000
	Sewer Enterprise Fund		\$2,330,000
This item			
3 ^(c)	US Congressman Jim Costa	This item	\$3,500,000
	US Congressman John Duarte		\$1,000,000
	Sewer Enterprise Funds		\$5,520,000
Future item			
4	US Congressman Adam Gray	Future Phase	\$2,000,000
<p>^(a) Total construction costs for Phase 1 & 2 totaled \$12.9 million. Both phases were completed under emergency conditions as the sewer line failed.</p> <p>^(b) On August 4, 2021, the City Council allocated 100 percent, or \$23 million from the American Rescue Plan to sewer (\pm\$17M) and water ($\pm$\$6M).</p> <p>^(c) Total project costs are unknown until the project is designed and bid. Any additional funds are to be paid for by the Sewer Enterprise Fund, unless additional outside funding is secured, including but not limited to, grants, Congressional or California allocations, etc.</p>			

ALTERNATIVES:

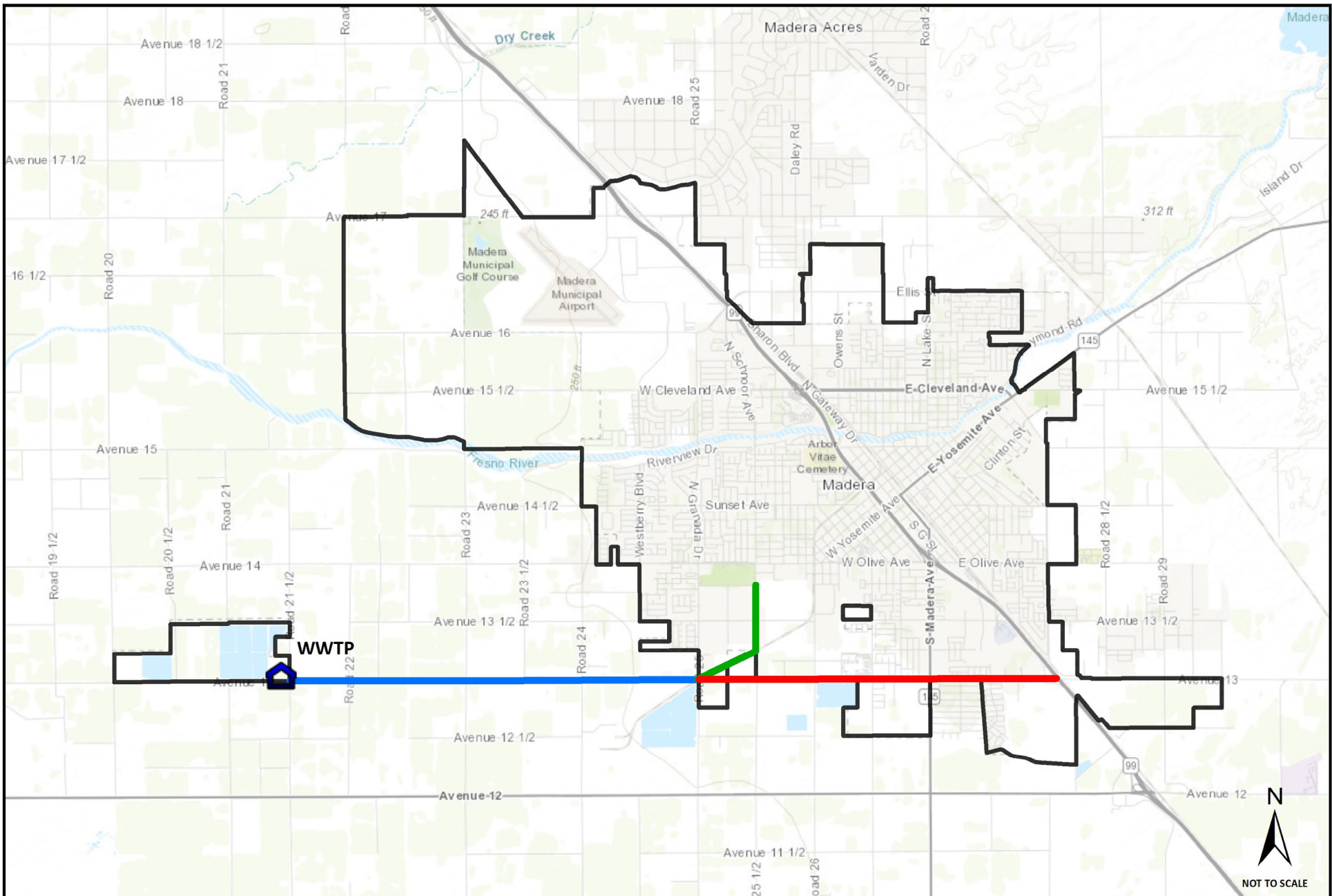
As an alternative, the Council may elect to reject the proposed amendment to the contract with MKN and provide direction to Staff on next steps.

ATTACHMENTS:

1. Project Location and Phasing Map
2. Resolution
 - Exhibit A: Amendment No. 1

Attachment 1

Project Location and Phasing Map



LEGEND

- █ SEWER TRUNK MAIN REHABILITATION SEGMENT PHASE 1 & 2 - COMPLETED MARCH 2025
- █ SEWER TRUNK MAIN REHABILITATION SEGMENT PHASE 3 **(THIS ITEM)**
- █ SEWER TRUNK MAIN REHABILITATION SEGMENT PHASE 4 **(FUTURE)**
- WASTE WATER TREATMENT PLANT (WWTP)

**LOCATION MAP & PHASING
 AVENUE 13 SEWER INTERCEPTOR
 REHABILITATION, CITY PROJECT NO. SS-00014**

Attachment 2

Resolution

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH
MKN AND ASSOCIATES FOR \$123,588 AND AUTHORIZING EXTRA
SERVICES UP TO \$12,358 FOR ENGINEERING AND CONSTRUCTION
MANAGEMENT SERVICES FOR THE AVENUE 13 INTERCEPTOR SEWER
REHABILITATION**

WHEREAS, on November 3, 2021, the City Council (Council) adopted Resolution No. 21-157 approving an agreement with MKN and Associates (MKN) for professional engineering and construction management services for the Avenue 13 Sewer Interceptor Rehabilitation, City Project No. SS-00014, hereinafter referred to as “the Project”; and

WHEREAS, Ardurra Group, Inc. (Ardurra) acquired the equity interests of MKN and is now the owner and parent corporation of MKN; however, the contract remains assigned to MKN; and

WHEREAS, additional engineering services are needed to complete the bid documents and construction management services for Phase 3 of the Project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The Council approves Amendment No. 1 in amount of \$123,588 to the Agreement with MKN and Associates, a copy of which is attached hereto as Exhibit A and incorporated by reference.
3. Council authorizes Extra Services up to \$12,358 as approved by the City Engineer for Phase 3 of the Project.
4. This Resolution is effective immediately upon adoption.

Exhibit A

Amendment No. 1

AMENDMENT NO. 1

AGREEMENT WITH MKN AND ASSOCIATES FOR PROFESSIONAL ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR THE AVENUE 13 SEWER INTERCEPTOR REHABILITATION, CITY PROJECT NO. SS-00014

This Amendment No. 1 to Agreement with MKN and Associates for professional engineering and construction management services for the Avenue 13 Sewer Interceptor Rehabilitation, City Project No. SS-00014 (Agreement) between the City of Madera (City) and MKN and Associates (MKN) is entered into this 15th day of July, 2026.

RECITALS

WHEREAS, CITY and MKN entered into an agreement dated November 3, 2021 for professional engineering and construction management services for the Avenue 13 Sewer Interceptor Rehabilitation, City Project No. SS-00014(Project); and

WHEREAS, the Project was separated into three phases to match available construction budgets with Phases I and II being bid and award under one bid package in 2024; and

WHEREAS, on October 31, 2025, Ardurra Group, Inc. (Ardurra) acquired one hundred percent of the equity interests of Michael K. Nunley & Associates, LLP, formerly Michael K. Nunley & Associates, Inc. (MKN) pursuant to a Unit Purchase Agreement (Purchase Agreement) of the same date. Pursuant to the Purchase Agreement, Ardurra is now the owner and parent corporation of MKN. The Purchase Agreement did not change assignment of MKN's assets; therefore the contract remains assigned to MKN; and

WHEREAS, the City desires to advertise and construct Phase III of the Project now that it is fully funded; and

WHEREAS, changes to the MKN's scope of work to add additional design and construction management services for Phase III are necessary; and

WHEREAS, Amendment No. 1 to Agreement is necessary to revise the scope of work, compensation, and schedule for the additional engineering services.

AGREEMENT

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and MKN agree that the Agreement for Engineering Design Services for the Project dated November 3, 2021 between CITY and MKN shall be amended as follows:

A. SECTION 2. SCOPE OF WORK shall be amended by adding the following:

MKN shall provide professional services as set forth in Exhibit A, Scope of Work dated June 30, 2026 from MKN for “City of Madera Sewer Interceptor Rehabilitation Phase 3”, attached hereto and incorporated herein by reference.

MKN accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. MKN shall comply with applicable City of Madera design standards and requirements as directed by the City and applicable State and Federal requirements.

B. SECTION 5. COMPENSATION is amended as follows:

The not to exceed fee for the work tasks itemized in the Scope of Work listed in EXHIBIT A in accordance with Attachment 1 is \$123,588.

City and MKN agree on the rates shown in Attachment 3 “MKN 2026 Fee Schedule” to EXHIBIT A and that the hourly rates shall be valid through September 30, 2027. It is understood and agreed by both parties that all expenses incidental to MKN’s performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT A.

The Total Contract amount, including the original contract and this amendment is \$641,986.69.

C. SECTION 7. EXTRA SERVICES is amended by adding the following:

CITY agrees to pay MKN for extra services not contemplated hereunder as set forth in the Scope of Work or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by MKN for an agreed-to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget; provided, however, the City Engineer’s authority is limited to expenditures not to exceed the amount of \$12,358.

D. SECTION 11. TIME OF COMPLETION Subsection D is amended as follows:

The expiration date of this agreement is extended to September 30, 2027.

E. Except as set forth in this Amendment No.1 all other terms and conditions in the Agreement shall remain in full force and effect.

F. This Amendment No. 1 to the Agreement shall be effective upon full execution by both parties.

(SIGNATURES ON NEXT PAGE)

In witness hereof, CITY and MKN have executed this Amendment No. 1 to the Agreement on the date first written above.

CITY OF MADERA

By: _____
Cecelia K. Gallegos, Mayor

MKN & ASSOCIATES

By: _____
Michael K. Nunley
Title: CEO / Vice-President

Taxpayer ID Number

APPROVED AS TO LEGAL FORM

By: _____
Shannon L. Chaffin, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk



6/30/2026

Exhibit A - Scope of Work

City of Madera Ave 13 Sewer Interceptor Rehabilitation Phase 3

Scope of Work

Task 1 – Phase 3 100% Design Development

Task 1.1 100% Construction Documents

MKN will conduct a project restart kickoff meeting and review the latest 90% construction document markups previously received from the City for Phase 3 of the Avenue 13 Interceptor Sewer Rehabilitation Project. MKN will then prepare the 100% construction documents for Phase 3, including finalizing the construction plans, technical specifications, and the engineer's estimate of probable construction cost. MKN will also coordinate with the City to prepare the front-end contract documents for bidding and construction of Phase 3.

Task 1 Deliverables:

- *Flash drive containing 100% Final Construction Documents:*
 - *Construction Drawings (PDF).*
 - *Technical Specifications and front-end contract docs (MS Word and PDF).*
 - *Construction Cost Estimate (PDF).*



- *One set of reproducible drawings and specifications signed and sealed by a licensed civil engineer.*

Task 1 Assumptions:

- *The rehabilitation methods for Phase 3 will be consistent with those previously presented to the City.*
- *MKN will edit the City's standard front-end contract documents with the project-specific information.*

Task 2 – Phase 3 Bidding Support Services

Task 2.1 Phase 3 Bidding Support Services

Prior to the advertisement of Phase 3 of the Avenue 13 Interceptor Sewer Rehabilitation Project for bidding, MKN will support the City with general contractor outreach efforts. During the Phase 3 bidding period, MKN will respond to questions from prospective bidders and prepare addenda, as necessary. Addenda will clearly identify additions, deletions, or modifications by specification section or drawing number to facilitate bidder understanding. MKN will attend the Phase 3 pre-bid meeting and bid opening, review the bids for general conformance with the contract documents, and assist the City in identifying the apparent low bidder.

Task 2 Deliverables:

- *Addenda issued during the bidding phase.*
- *Prebid meeting agenda and minutes.*

Task 2 Assumptions:

- *City be responsible for bidding the project*
- *City will advertise the project and distribute bid documents to plan rooms and contractors.*

Task 3 – Phase 3 Engineering Services During Construction

Task 3.1 Phase 3 Engineering Services During Construction

The MKN team will perform the following engineering services during construction:

1. *Preconstruction Conference and Construction Progress Meetings - MKN will attend the preconstruction meeting and provide an overview of the project components (one meeting). This scope of services includes 10 progress meetings.*



2. Construction Progress Meetings - MKN will make visits to the construction site to determine, in general, if the work is proceeding in accordance with the construction contract documents and provide field observation notes to the City accordingly. (Up to 5 site visits)
3. Change Order/Claim Management - MKN will investigate proposed change orders, contractor claims, changes requested by the City, or submitted by the Contractor. MKN will evaluate these for legitimacy and potential impacts on the project schedule and budget, and then recommend approval or disapproval.
4. Shop Drawings and Submittals - MKN will review shop drawings and submittals from the contractor in accordance with the construction contract documents (Up to 20 shop drawings/submittals). MKN will coordinate with the Contractor to prioritize the review of critical-path items.
5. Requests for Information (RFI) - MKN will review and respond to requests for information (RFI) from the contractor (up to 10 RFIs).
6. Payment Request – MKN will review the Contractor’s progress pay estimates in accordance with the contract documents. Progress estimates will be supported by source documents, which represent measured quantities. A monthly pay estimate and a pay summary will be forwarded to the City, along with recommendations regarding contractor payment. The monthly summary will include a current estimate of overall construction costs based on the contract, the earned value of work performed, approved change orders, and a summary of contract duration modifications. Before releasing payment requests, MKN reviews the applicable lien waivers, payroll records, schedule status, and redline documents.
7. Final Walk-Through and Prepare Punch List - MKN will participate in a final walk-through with City staff and prepare a punch list of items to be addressed by the Contractor.
8. Record Drawings and As-Builts - MKN will prepare record drawings based on the contractor’s redlined as-builts. Design changes issued via addenda or change orders will also be incorporated into the record drawings (one set).

Task 3 Deliverables:

- *Progress reports following each site visit.*
- *Contractor developed re-lined as-builts and Record drawings.*



Task 3 Assumptions:

- *The construction contractor will be held entirely responsible for maintaining on-site safety during all project-related work.*
- *Construction staking will be the responsibility of the Contractor.*

Task 4 – Phase 3 Construction Management

Task 4.1 Phase 3 Construction Observation

Construction Observation - During the construction phase of the project, MKN will conduct necessary field inspections to assess progress and confirm that the work conforms to the contract documents and the manufacturer's installation requirements. MKN will prepare field inspection reports for each site visit along with digital photos of the progress. MKN will coordinate the special testing inspections required to be performed by certified third-party inspectors (e.g., compaction and concrete). MKN will review the third-party inspection reports for conformance and will ensure any nonconforming tests are communicated to the Contractor, design team, and City as soon as practicable. This task includes 60 hours of Principal Engineer time, 80 hours of Project Engineer I time, 140 hours of Assistant Engineer II time, and 20 hours of Administrative Assistant time.

Task 4 Deliverables:

- *Progress reports following each site visit.*

Task 4 Assumptions:

- *The construction contractor will be held entirely responsible for maintaining on-site safety during all project-related work.*

Attachments:

1. Proposed Phase 3 fee estimate
2. Proposed Phase 3 Project Schedule
3. MKN 2026 Fee Schedule



City of Madera
Avenue 13 Sewer Interceptor Rehabilitation Phase 3

Attachment 1

	Senior Project Manager	Project Engineer I	Assistant Engineer II	CAD Design Technician II	Administrative Assistant	Total Hours (MKN)	Labor (MKN)	ODCs (MKN)	Non-Labor Costs	Total Fee
Hourly Rates	280	198	168	166	119					
Task 1: Phase 3 100% Design Development										
Task 1.1 100% Construction Documents	8	8	24	24		64	\$ 11,840	\$ 200	\$ 200	\$ 12,040
Subtotal	8	8	24	24	0	64	\$ 11,840	\$ 200	\$ 200	\$ 12,040
Task 2: Phase 3 Bidding Support Services										
Task 2.1 Phase 3 Bidding Support Services	6	6	10		4	26	\$ 5,024	\$ -	\$ -	\$ 5,024
Subtotal	6	6	10	0	4	26	\$ 5,024	\$ -	\$ -	\$ 5,024
Task 3: Phase 3 Engineering Services During Construction										
Task 3.1 Phase 3 Engineering Services During Construction	60	80	80		16	236	\$ 47,984	\$ -	\$ -	\$ 47,984
Subtotal	60	80	80	0	16	236	\$ 47,984	\$ -	\$ -	\$ 47,984
Task 4: Phase 3 Construction Management										
Task 4.1 Phase 4 Construction Observation	60	80	140		20	300	\$ 58,540	\$ -	\$ -	\$ 58,540
Subtotal	60	80	140	0	20	300	\$ 58,540	\$ -	\$ -	\$ 58,540
TOTAL BUDGET	134	174	254	24	40	626	\$ 123,388	\$ 200	\$ 200	\$ 123,588



2026 FEE SCHEDULE

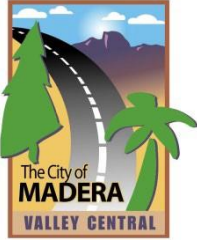
CATEGORY	POSITION	HOURLY RATE
Communications and Administrative	Administrative Assistant	\$119
	Strategic Communications Coordinator	\$127
	Strategic Communications Specialist	\$154
Designers and Technicians	CAD Technician I	\$144
	CAD Design Technician II	\$166
	Senior Designer	\$185
Planning	Assistant Planner I	\$147
	Assistant Planner II	\$168
	GIS Specialist	\$182
	Planner I	\$198
	Planner II	\$215
	Senior Planner	\$226
Engineers	Engineering Technician	\$108
	Assistant Engineer I	\$147
	Assistant Engineer II	\$168
	Project Engineer I	\$198
	Project Engineer II	\$215
	Senior Engineer I	\$232
	Senior Engineer II	\$251
	Senior Engineer III	\$259
	Principal Engineer	\$270
	Principal Electrical Engineer	\$270
Project Management	Project Manager	\$243
	Senior Project Manager	\$280
	Project Director	\$303
	Senior Project Director	\$323
Construction Management Services	Scheduler	\$188
	*** Construction Inspector	\$210
	Assistant Resident Engineer	\$210
	Resident Engineer	\$223
	Construction Manager	\$243
	Principal Construction Manager	\$286

The foregoing Billing Rate Schedule is effective through December 31, 2026 and will be adjusted each year after at a rate of 2 to 5%.

DIRECT PROJECT EXPENSES

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate

*** 40 hrs per week assumed; part-time rates can be provided upon request
 Rates also subject to prevailing wage mandatory increases during a calendar year



REPORT TO CITY COUNCIL

Approved by:



Keith Helmuth, Department Director



Arnaldo Rodriguez, City Manager

Council Meeting of: July 15, 2026

Agenda Number: D-2

SUBJECT:

Washington Elementary School Sidewalk Construction, City Project R-93, CMAQ 5157(119)

RECOMMENDATION:

Adopt a Resolution Approving the Contract Award for the Washington Elementary School Sidewalk Construction, City Project R-93, CMAQ 5157(119) for \$510,094.38 to Villalobos and Associates Inc. and adopting a CEQA Class I (Existing Facilities) categorical exemption for the project

SUMMARY:

On June 16, 2026, the City of Madera (City) received 11 bids in response to an Advertisement for Bids for Washington School Sidewalk Construction, City Project R-593, CMAQ 5157(119)(Project). Of the bids received, Villalobos and Associates Inc. submitted the lowest responsive and responsible bid. Funding is from Congestion Mitigation and Air Quality (CMAQ) and Local Transportation Funds (LTF).

BACKGROUND:

The City was awarded CMAQ funding for two sidewalk projects. The Washington School Sidewalk Construction project is the second of the two sidewalk projects. The first was Schnoor Avenue Sidewalk Construction R-58, CMAQ 5157 (123) was which was awarded on July 1, 2026.

It is noted that much of the area around Washington Elementary was constructed prior to contemporary City planning practices that require that sidewalks be installed at the time of development. As a result, the neighborhood lacks pedestrian infrastructure, although high levels pedestrian activity is evident in the neighborhood. In response, the City has been actively pursued funding and previously installed sidewalks along South Street, proximate to the school.

The City prepared the plans and specifications using an outside consultant and then processed them through the Caltrans Local Assistance Program for approval prior to releasing them for public bidding. City Staff prepared the bid package.

DISCUSSION:

The project is on Austin and Dellavalle Avenues bounded by E. Lincoln and E. Cleveland Avenues. The total length is approximately 1,900 lineal feet of sidewalk, replacement of 18 new approaches, and access ramps on both sides of Austin and Dellavalle Avenues. While the City is replacing 18 drive approaches, some existing approaches are in decent condition and will not be impacted. The work consists of grading, new sidewalk and drive approaches, landscaping, irrigation systems and alterations to front yards.

On May 13, 2026, the City released the project for public bidding on the City’s PlanetBids web portal. A “Notice Inviting Bids” was duly published in the Madera Tribune on May 13 and May 16, 2026. Bidders downloaded the plans and specifications from PlanetBids.

On June 16, 2026, 11 bids were received. The bids were checked for accuracy against bidding requirements, validity of licenses, and bid security.

The lowest bid was from JT2 Inc, dba Todd Companies. But, after review of the bid, it was discovered that the Bid Bond did not have the dollar amount specified or the language “10% of bid amount” even though it was signed, notarized, and an acknowledgment in writing by the surety company vice president This omission renders the bond unenforceable. Therefore, Todd Companies bid is considered non-responsive at time of bid and therefore rejected.

The second lowest bid was Villalobos and Associates Inc and was found to be responsive and responsible. The bids received are summarized in Table 1.

Table 1: Bid Summary	
<i>Bidder</i>	<i>Bid</i>
JT2 Inc, dba Todd Companies (Rejected)	\$469,552.00
Villalobos and Associates Inc	\$510,094.38
Spektren Engineering Inc.	\$510,112.00
RidgeRo Engineering Inc	\$512,254.00
United Pavement Maintenance	\$566,395.78
Witbro Inc dba Seal Rite Paving and Grading	\$622,081.69
BDM Inc	\$649,875.00
Clean Cut Landscape Inc	\$659,772.00
American Paving Co	\$690,566.00
Harris Development	\$766,617.40

Avison Construction	\$783,863.00
Engineer's Estimate	\$550,477.89

The project construction budget and funding sources are based on award to the lowest responsive and responsible bidder and are outlined in Table 2 below.

Table 2: Project Budget	
<i>Line Item</i>	<i>Amount</i>
Villalobos and Associates Inc	\$510,094.38
Project Contingency (10%)	\$51,009.00
Construction Management, Inspection and Testing	\$76,514.00
Total Project Budget	\$637,617.38
<i>Funding Source</i>	
Congestion Mitigation and Air Quality (CMAQ)	\$290,000.00
Local Transportation Funds (LTF)	\$347,617.38
Total Funding Source	\$637,617.38

Staff recommends award of the project to Villalobos and Associates Inc. in the amount of \$510,094.38 and a provision of 10 percent of the contract amount for Project contingencies as approved by the City Engineer.

ENVIRONMENTAL REVIEW:

A preliminary environmental assessment was performed which determined that this project would be categorically exempt pursuant to the CEQA Guidelines section 15301(c) Existing Facilities, as the project would consist of alterations to existing landscape parkways which do not create additional automobile lanes. Further, none of the exceptions under CEQA Guidelines section 15300.2 are applicable. Caltrans, as the lead agency for National Environmental Policy Act (NEPA), due to the federal funding on the project, determined the Project is a Categorical Exclusion under 23 CFR 771.117 (c) activity (c)(26).

FINANCIAL IMPACT:

Funding for this project comes from CMAQ and LTF Streets. Funds from said grants are adequate for the project, including staff time which is an eligible activity.

ALTERNATIVES:

An alternative to awarding the contract is for Council to reject all bids. This would result in rebidding the project with risk of an increase in cost and delaying the construction. Council may also request additional information which may potentially delay the project.

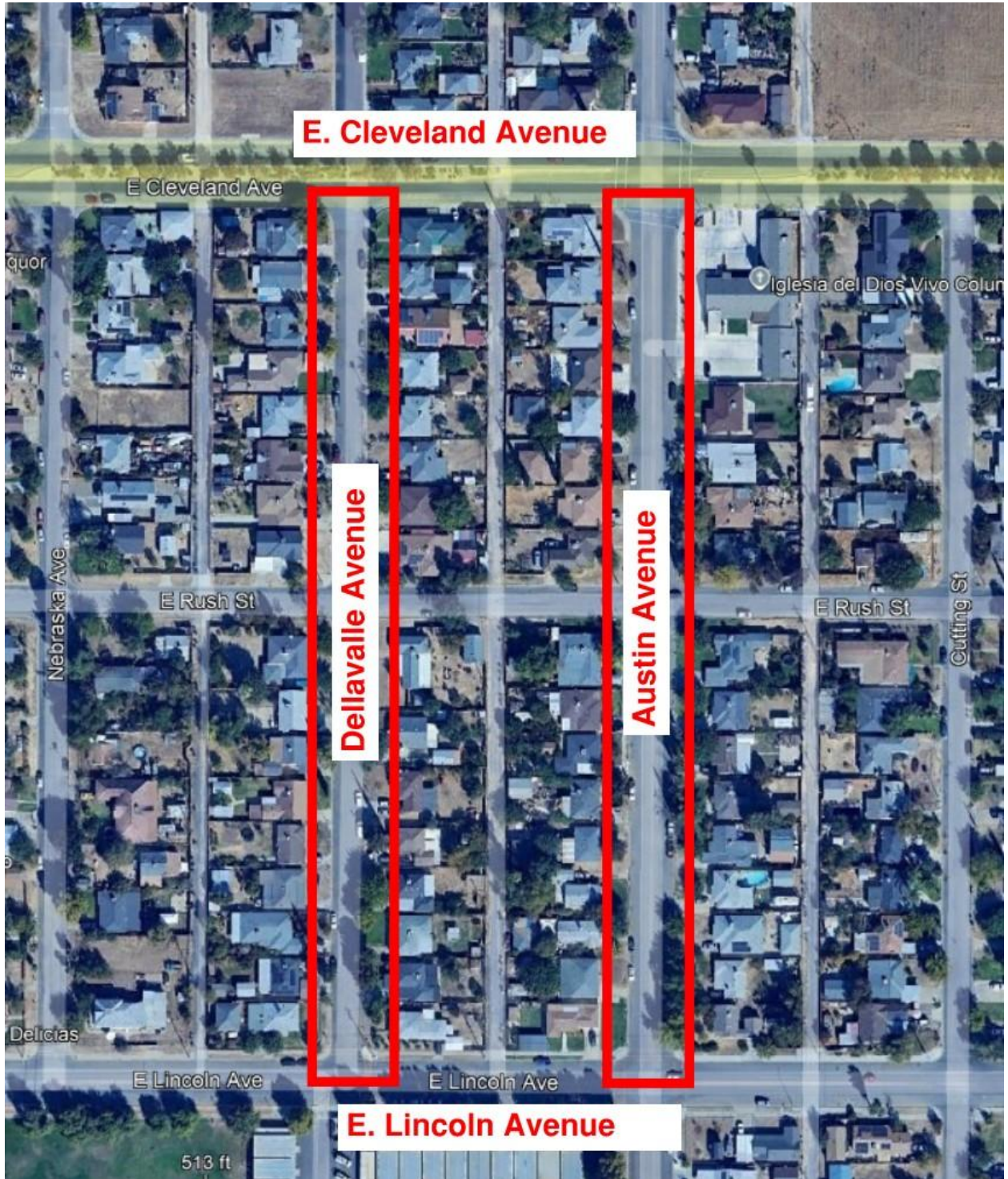
ATTACHMENTS:

1. Project Map
2. Resolution – Contract Award
 - a. Exhibit A – Contract Agreement

Attachment 1

Project Map

Project Map



Attachment 2

Resolution

RESOLUTION NO. 26-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING THE CONTRACT AWARD FOR WASHINGTON
SCHOOL SIDEWALK CONSTRUCTION, CITY PROJECT R-93, CMAQ CML
5157 (119), FOR \$510,094.38 TO VILLALOBOS AND ASSOCIATES INC. AND
AUTHORIZING CONTRACT CONTINGENCIES RELATED TO THE CONTRACT**

WHEREAS, on May 13, 2026 the City of Madera (City) Engineering Department advertised a solicitation for construction bids for Washington School Sidewalk Construction, City Project R-93, CMAQ CML 5157 (119); hereinafter referred to as “the Project”; and

WHEREAS, 11 sealed bids were received on June 16th, 2026 and opened by the City Engineer; and

WHEREAS, apparent low bidder JT2 Inc. dba Todd Companies submitted a Bid Bond that did not have the dollar amount specified or the language “10% of bid amount” even though it was signed, notarized, and an acknowledgment in writing by the surety company vice president. This omission renders the bond unenforceable; and

WHEREAS, the second low bidder Villalobos and Associates Inc submitted a responsive bid and is a responsible bidder; and

WHEREAS, funding for the Project is programmed in the Capital Improvements Projects Budget for Fiscal Year 2026/27 under Capital Improvement Program (CIP) Project R-93.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Council (Council) has reviewed and considered all information presented including the report to Council from the Engineering Department.
3. The Council finds that Villalobos and Associates Inc is the lowest responsive and responsible bidder.
4. The Contract for the Project in the amount of \$510,094.38 to Villalobos and Associates Inc., a copy of which is attached hereto as Exhibit A and referred to for particulars, is approved.
5. The City has performed a preliminary environmental assessment and finds and determines that this project fall within the CEQA Guidelines section 15301(c) Existing Facilities, as the project would consist of alterations to existing landscape parkways

which do not create additional automobile lanes. Further, none of the exceptions under CEQA Guidelines section 15300.2 are applicable. The Project is a CEQA Categorical Exclusion under 23 CFR 771.117 (c) activity (c) (26).

6. Council authorizes Construction Contingencies of up to 10 percent as approved by the City Engineer.
7. This Resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Contract Agreement

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2026, between the City of Madera, hereinafter called "**CITY**", and Villalobos and Associates Inc. doing business as a corporation, hereinafter called "**CONTRACTOR**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the '**WASHINGTON SCHOOL SIDEWALK CONSTRUCTION, CITY PROJECT R-93, CMAQ CML 5157 (119)**'

2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of \$ 510,094.38 each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK**.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

5. The term "**CONTRACT DOCUMENTS**" means and includes the following:

- (A) Advertisement for Bids
- (B) Information for Bidders
- (C) Bid Proposal
- (D) Bid Bond
- (E) Agreement
- (F) Payment Bond
- (G) Performance Bond
- (H) Insurance Requirements for Contractors
- (I) General Conditions
- (J) Special Conditions
- (K) City of Madera Standard Specifications and Drawings
- (L) State Standard Plans and Specifications
- (M) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled '**SCHNOOR AVENUE SIDEWALK CONSTRUCTION, CITY PROJECT R-58, CMAQ CML 5157 (123)**' MAY 2026
- (N) CARB DOORS Certificate
- (O) LETTER FROM BIDDER THAT BIDDER WILL PERFORM NOT LESS THAN 30% OF THE TOTAL NET BID AMOUNT

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **CITY** liquidated damages in the amount of **Three Thousand Five Hundred Dollars (\$3,500.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **CITY** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. In no event shall total compensation exceed **\$ 510,094.38** except as may otherwise be authorized in writing per Section 16. For any moneys earned by the **CONTRACTOR** and withheld by the **CITY** to ensure the performance of the Contract, the **CONTRACTOR** may, at **CONTRACTOR'S** request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **CITY** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **CITY** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **CITY** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **CITY** shall reimburse **CONTRACTOR** for any added costs **CONTRACTOR** may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **CITY'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **CITY**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the City. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the City, the following provisions are provided for the resolution of disputes which cannot be resolved by the City and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and City to comply with Public Contract Code Sections 9204 and 20104 et. seq.

A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

1. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by City under this Contract.
2. Payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
3. Payment of an amount that is disputed by the City.

B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by City:

Upon receipt of a claim pursuant to this section, the City will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, City and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

D. City Council Approval:

If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally.

The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Government Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

H. City's Failure to Respond to Claim:

Failure by the City to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. [Reserved.]

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against City because privity of contract does not exist, the Contractor may present to the City a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor" means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the City shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the City and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter”.

10. In accordance with the provisions of Article 5, Chapter I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part I, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker’s Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **CITY**, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **CITY**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **CITY** forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR’S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that **CONTRACTOR** employs apprentices in the craft or trade in the State on all of **CONTRACTOR’S** contracts on an annual average of not less than one

hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars (\$30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or
- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if **CONTRACTOR** employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR**, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **CITY** a report, verified by the agent's oath, setting forth the nature of the said emergency, which report shall contain the name of

said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **CITY**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **CITY** the sum of Twenty-Five Dollars (\$25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **CITY**. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **CITY** shall deduct such charges from payments due the **CONTRACTOR**.

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **CITY** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **CITY** and the **CONTRACTOR**. It is specifically agreed that the **CITY** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor**, or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials,

employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor's** negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR **CONTRACTOR**", pages 47-48 of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **Contractor** may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, **Contractor** shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

B. City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

1. An illegal use of funds by **Contractor**;
2. A failure by **Contractor** Inc to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Contractor** to City.

In no event shall any payment by City or acceptance by **Contractor** constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of **Contractor** the repayment to City of any funds disbursed to **Contractor** under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

City of Madera

Engineering Department
428 E. Yosemite Avenue
Madera, Ca 93638

To the **Contractor**

Notices. All notices and communications from the **Contractor** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance With Laws **Contractor** shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

22. Attorneys' Fees/Venue In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Fresno.

23. Governing Law The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

24. [Reserved]

25. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of **Contractor** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **Contractor** is a duly organized and legally existing corporation in good standing in the State of California.

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City**. Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and functions.

The Contractor shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to **City** employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to **City** or to this Agreement.

28. Sole Agreement- This instrument constitutes the sole and only Agreement between City and **Contractor** in connection to the Project and correctly sets forth the obligations of the City and **Contractor** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

29. Assignment Neither the **Contractor** nor City will assign its interest in this Agreement without the written consent of the other.

30. Caltrans is required by 23 code of Federal Regulations (CFR), part 200, Section 200.9 (b)(7) to conduct reviews of sub-recipients (Local Agencies) of federal-aid to ensure compliance with Title VI of the Civil Rights Act of 1964 and the related statues (Title VI) through the requirements under the Federal Highway Administration (FHWA), the U.S. Department of Transportation (USDOT), and the U.S. Department of Justice (USDOJ) regulations and guidance materials related to the implementation of Title VI. Contractor agrees to the same.

The scope of the process reviews conducted by Caltrans focuses on the Local Agency's adherence to the FHWA's Title VI Program (Race, Color and National Origin) and the related statues protecting additional classes as required under

- Federal-Aid Highway Act of 1973 (Sex)
- The Age Discrimination Act of 1975 (Age), and
- The Americans with Disabilities Act of 1990 (ADA)(Disability) and Section 504 of the Rehabilitation Act of 1973 (Disability).

31. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the date first above written.

CITY OF MADERA

By: _____
Cecelia K. Gallegos, Mayor

APPROVED AS TO FORM:

Shannon L. Chaffin, City Attorney

ATTEST:

Alicia Gonzales, City Clerk

VILLALOBOS AND ASSOCIATES INC. ("CONTRACTOR")

BY: _____
Title:

Federal Tax I.D. No.

Contractor License Number

DIR Registration Number

Attachment A) **General Wage Decision No. CA20260018, 5/18/2026**

Attachment B) **Form FHWA 1273 required to be incorporated into all contracts with Contractors and Subcontractors.**

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

Attachment A

General Wage Decision No. CA20260018, 5/18/2026

"General Decision Number: CA20260018 05/18/2026

State: California

Construction Types: Building, Heavy and Highway

Counties: California Counties of
 Alameda, Calaveras, Contra Costa,
 Fresno, Kings, Madera, Mariposa, Merced,
 Monterey, San Benito, San Francisco, San
 Joaquin, San Mateo, Santa Clara, Santa
 Cruz, Stanislaus and Tuolumne

Building Construction Projects
 Dredging Projects-Includes Dredging Projects (does not include hopper dredge work)
 Heavy Construction Projects (excludes water well drilling)
 Highway Construction Projects

Modification Number	Publication Date
4	01/30/2026
5	05/18/2026

ASBE0016-004 05/01/2025

	Rates	Fringes
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 (AREA 2).....	\$ 44.73	12.75

ASBE0016-008 01/01/2024

	Rates	Fringes
ASBESTOS WORKERS/INSULATOR: INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS, AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS (AREA 2).....	\$ 64.56	25.07
ASBESTOS WORKERS/INSULATOR: INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS, AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS (AREA 1).....	\$ 84.76	25.07

BOIL0549-001 01/01/2021

	Rates	Fringes
BOILERMAKER: (AREA 2).....	\$ 45.60	38.99
BOILERMAKER: (AREA 1).....	\$ 49.62	41.27

BRCA0003-001 08/01/2024

	Rates	Fringes
MARBLE FINISHER.....	\$ 42.06	19.80

BRCA0003-003 08/01/2024

	Rates	Fringes
MARBLE MASON.....	\$ 61.72	30.31

BRCA0003-005 05/01/2024

	Rates	Fringes
BRICKLAYER (8) ALAMEDA, CONTRA COSTA, SAN BENITO, SANTA CLARA).....	\$ 56.94	26.28
BRICKLAYER (16) MONTEREY, SANTA CRUZ.....	\$ 54.18	27.82
BRICKLAYER (9) CALAVERAS, SAN JOAQUIN, STANISLAUS, TOULUMNE.....	\$ 52.76	25.01
BRICKLAYER (7) SAN FRANCISCO, SAN MATEO.....	\$ 57.02	28.50
BRICKLAYER (1) FRESNO, KINGS, MADERA, MARIPOSA, MERCED.....	\$ 51.17	25.80

BRCA0003-008 07/01/2024

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 60.58	29.79
TERRAZZO FINISHER.....	\$ 44.93	20.98

BRCA0003-011 04/01/2024

	Rates	Fringes
TILE LAYER AREA 3.....	\$ 50.28	22.05
TILE LAYER AREA 2.....	\$ 55.17	22.52
TILE LAYER AREA 1.....	\$ 59.92	22.62
TILE FINISHER AREA 3.....	\$ 32.68	18.32
TILE FINISHER AREA 2.....	\$ 34.76	19.22
TILE FINISHER AREA 1.....	\$ 37.75	19.28

CARP0022-001 07/01/2023

	Rates	Fringes
CARPENTERS: MILLWRIGHT (SAN FRANCISCO COUNTY).....	\$ 60.49	35.11
CARPENTERS: JOURNEYMAN CARPENTER (SAN FRANCISCO COUNTY).....	\$ 60.39	33.52
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER (SAN FRANCISCO COUNTY).....	\$ 60.54	33.52
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (SAN FRANCISCO COUNTY).....	\$ 60.39	33.52

CARP0034-001 07/01/2021

	Rates	Fringes
DIVER: MANIFOLD OPERATOR (STANDBY) DEPTH PAY (SURFACE DIVING): 050 TO 100 FT \$2.00 PER FOOT 101 TO 150 FT \$3.00 PER FOOT 151 TO 220 FT \$4.00 PER FOOT 221 FT.-DEEPER \$5.00 PER FOOT SATURATION DIVING: THE STANDBY RATE SHALL APPLY UNTIL SATURATION STARTS. THE SATURATION DIVING RATE APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS. DIVING IN ENCLOSURES: WHERE IT IS NECESSARY FOR DIVERS TO ENTER PIPES OR TUNNELS, OR OTHER ENCLOSURES WHERE THERE IS NO VERTICAL ASCENT, THE FOLLOWING PREMIUM SHALL BE PAID: DISTANCE TRAVELED FROM ENTRANCE 26 FEET TO 300 FEET: \$1.00 PER FOOT. WHEN IT IS NECESSARY FOR A DIVER TO ENTER ANY PIPE, TUNNEL OR OTHER ENCLOSURE LESS THAN 48" IN HEIGHT, THE PREMIUM WILL BE \$1.00 PER FOOT. WORK IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES WORKING		

IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE HIGHEST RATE FOR THAT SHIFT.....\$ 59.51 34.69

DIVER: MANIFOLD OPERATOR (MIXED GAS) DEPTH PAY (SURFACE DIVING): 050 TO 100 FT \$2.00 PER FOOT 101 TO 150 FT \$3.00 PER FOOT 151 TO 220 FT \$4.00 PER FOOT 221 FT.-DEEPER \$5.00

PER FOOT SATURATION DIVING: THE STANDBY RATE SHALL APPLY UNTIL SATURATION STARTS. THE SATURATION DIVING RATE APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS. DIVING IN ENCLOSURES: WHERE IT IS NECESSARY FOR DIVERS TO ENTER PIPES OR TUNNELS, OR OTHER ENCLOSURES WHERE THERE IS NO VERTICAL ASCENT, THE FOLLOWING PREMIUM SHALL BE PAID: DISTANCE TRAVELED FROM ENTRANCE 26 FEET TO 300 FEET: \$1.00 PER FOOT. WHEN IT IS NECESSARY FOR A DIVER TO ENTER ANY PIPE, TUNNEL OR OTHER ENCLOSURE LESS THAN 48" IN HEIGHT, THE PREMIUM WILL BE \$1.00 PER FOOT. WORK IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES WORKING IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE HIGHEST RATE FOR THAT SHIFT.....\$ 64.51 34.69

DIVER: DIVER WET DEPTH PAY (SURFACE DIVING): 050 TO 100 FT \$2.00 PER FOOT 101 TO 150 FT \$3.00 PER FOOT 151 TO 220 FT \$4.00 PER FOOT 221 FT.-DEEPER \$5.00 PER FOOT SATURATION DIVING: THE STANDBY RATE SHALL APPLY UNTIL SATURATION STARTS. THE SATURATION DIVING RATE APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS. DIVING IN ENCLOSURES: WHERE IT IS NECESSARY FOR DIVERS TO ENTER PIPES OR TUNNELS, OR OTHER ENCLOSURES WHERE THERE IS NO VERTICAL ASCENT, THE FOLLOWING PREMIUM SHALL BE PAID: DISTANCE TRAVELED FROM ENTRANCE 26 FEET TO 300 FEET: \$1.00 PER FOOT. WHEN IT IS NECESSARY FOR A DIVER TO ENTER ANY PIPE, TUNNEL OR OTHER ENCLOSURE LESS THAN 48" IN HEIGHT, THE PREMIUM WILL BE \$1.00 PER FOOT. WORK IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES WORKING IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE HIGHEST RATE FOR THAT SHIFT.....\$ 103.62 34.69

DIVER: DIVER TENDER DEPTH PAY (SURFACE DIVING): 050 TO 100 FT \$2.00 PER FOOT 101 TO 150 FT \$3.00 PER FOOT 151 TO 220 FT \$4.00 PER FOOT 221 FT.-DEEPER \$5.00 PER FOOT SATURATION DIVING: THE STANDBY RATE SHALL APPLY UNTIL SATURATION STARTS. THE SATURATION DIVING RATE APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS. DIVING IN ENCLOSURES: WHERE IT IS NECESSARY FOR DIVERS TO ENTER PIPES OR TUNNELS, OR OTHER ENCLOSURES WHERE THERE IS NO VERTICAL ASCENT, THE FOLLOWING PREMIUM SHALL BE PAID: DISTANCE TRAVELED FROM ENTRANCE 26 FEET TO 300 FEET: \$1.00 PER FOOT. WHEN IT IS NECESSARY FOR A DIVER TO ENTER ANY PIPE, TUNNEL OR OTHER ENCLOSURE LESS THAN 48" IN HEIGHT, THE PREMIUM WILL BE \$1.00 PER FOOT. WORK IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES WORKING IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE HIGHEST RATE FOR THAT SHIFT.....\$ 103.62 34.69

DIVER: DIVER TENDER DEPTH PAY (SURFACE DIVING): 050 TO 100 FT \$2.00 PER FOOT 101 TO 150 FT \$3.00 PER FOOT 151 TO 220 FT \$4.00 PER FOOT 221 FT.-DEEPER \$5.00 PER FOOT SATURATION DIVING: THE STANDBY RATE SHALL APPLY UNTIL SATURATION STARTS. THE SATURATION DIVING RATE APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS. DIVING IN ENCLOSURES: WHERE IT IS NECESSARY FOR DIVERS TO ENTER PIPES OR TUNNELS, OR OTHER ENCLOSURES WHERE THERE IS NO VERTICAL ASCENT, THE FOLLOWING PREMIUM SHALL BE PAID: DISTANCE TRAVELED FROM ENTRANCE 26 FEET TO 300 FEET: \$1.00 PER FOOT. WHEN IT IS NECESSARY FOR A DIVER TO ENTER ANY PIPE, TUNNEL OR OTHER ENCLOSURE LESS THAN 48" IN

HEIGHT, THE PREMIUM WILL BE \$1.00 PER FOOT. WORK
 IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES
 WORKING IN ANY COMBINATION OF CLASSIFICATIONS
 WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN
 A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE
 HIGHEST RATE FOR THAT SHIFT.....\$ 59.51 34.69

DIVER: DIVER STANDBY DEPTH PAY (SURFACE DIVING):
 050 TO 100 FT \$2.00 PER FOOT 101 TO 150
 FT \$3.00 PER FOOT 151 TO 220 FT \$4.00 PER
 FOOT 221 FT.-DEEPER \$5.00 PER FOOT SATURATION
 DIVING: THE STANDBY RATE SHALL APPLY UNTIL
 SATURATION STARTS. THE SATURATION DIVING RATE
 APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY
 UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE
 DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS.

DIVING IN ENCLOSURES: WHERE IT IS NECESSARY FOR
 DIVERS TO ENTER PIPES OR TUNNELS, OR OTHER
 ENCLOSURES WHERE THERE IS NO VERTICAL ASCENT, THE
 FOLLOWING PREMIUM SHALL BE PAID: DISTANCE TRAVELED
 FROM ENTRANCE 26 FEET TO 300 FEET: \$1.00 PER FOOT.

WHEN IT IS NECESSARY FOR A DIVER TO ENTER ANY
 PIPE, TUNNEL OR OTHER ENCLOSURE LESS THAN 48" IN
 HEIGHT, THE PREMIUM WILL BE \$1.00 PER FOOT. WORK
 IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES
 WORKING IN ANY COMBINATION OF CLASSIFICATIONS
 WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN
 A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE
 HIGHEST RATE FOR THAT SHIFT.....\$ 60.51 34.69

DIVER: ASSISTANT TENDER, ROV TENDER/TECHNICIAN
 DEPTH PAY (SURFACE DIVING): 050 TO 100 FT
 \$2.00 PER FOOT 101 TO 150 FT \$3.00 PER FOOT
 151 TO 220 FT \$4.00 PER FOOT 221 FT.-DEEPER
 \$5.00 PER FOOT SATURATION DIVING: THE STANDBY
 RATE SHALL APPLY UNTIL SATURATION STARTS. THE
 SATURATION DIVING RATE APPLIES WHEN DIVERS ARE
 UNDER PRESSURE CONTINUOUSLY UNTIL WORK TASK AND
 DECOMPRESSION ARE COMPLETE. THE DIVER RATE SHALL BE
 PAID FOR ALL SATURATION HOURS. DIVING IN
 ENCLOSURES: WHERE IT IS NECESSARY FOR DIVERS TO
 ENTER PIPES OR TUNNELS, OR OTHER ENCLOSURES WHERE
 THERE IS NO VERTICAL ASCENT, THE FOLLOWING PREMIUM
 SHALL BE PAID: DISTANCE TRAVELED FROM ENTRANCE 26
 FEET TO 300 FEET: \$1.00 PER FOOT. WHEN IT IS
 NECESSARY FOR A DIVER TO ENTER ANY PIPE, TUNNEL OR
 OTHER ENCLOSURE LESS THAN 48" IN HEIGHT, THE
 PREMIUM WILL BE \$1.00 PER FOOT. WORK IN
 COMBINATION OF CLASSIFICATIONS: EMPLOYEES WORKING
 IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE
 DIVING CREW (EXCEPT DIVE SUPERVISOR) IN A SHIFT ARE
 PAID IN THE CLASSIFICATION WITH THE HIGHEST RATE
 FOR THAT SHIFT.....\$ 54.10 34.69

CARP0034-003 07/01/2021

	Rates	Fringes
PILEDIVER.....	\$ 54.10	34.69

CARP0035-007 07/01/2020

	Rates	Fringes
MASTER INSTALLER (MODULAR FURNITURE INSTALLER) AREA 3.....	\$ 31.38	23.03
MASTER INSTALLER (MODULAR FURNITURE INSTALLER) AREA 2.....	\$ 32.71	23.03
MASTER INSTALLER (MODULAR FURNITURE INSTALLER) AREA		

1.....	\$ 36.43	23.03
LEAD INSTALLER (MODULAR FURNITURE INSTALLER) AREA 3.	\$ 27.96	23.03
LEAD INSTALLER (MODULAR FURNITURE INSTALLER) AREA 2.	\$ 29.08	23.03
LEAD INSTALLER (MODULAR FURNITURE INSTALLER) AREA 1.	\$ 32.21	23.03
INSTALLER (MODULAR FURNITURE INSTALLER) AREA 3.....	\$ 25.16	22.53
INSTALLER (MODULAR FURNITURE INSTALLER) AREA 2.....	\$ 26.11	22.53
INSTALLER (MODULAR FURNITURE INSTALLER) AREA 1.....	\$ 28.76	22.53

 CARP0035-008 08/01/2020

	Rates	Fringes
DRYWALL STOCKER/SCRAPPER: (AREA 4).....	\$ 22.97	18.22
DRYWALL STOCKER/SCRAPPER: (AREA 3).....	\$ 23.64	18.22
DRYWALL STOCKER/SCRAPPER: (AREA 2).....	\$ 23.39	18.22
DRYWALL STOCKER/SCRAPPER: (AREA 1).....	\$ 26.33	18.22
DRYWALL INSTALLERS/LATHERS:: (AREA 4).....	\$ 45.92	31.26
DRYWALL INSTALLERS/LATHERS:: (AREA 3).....	\$ 47.27	31.26
DRYWALL INSTALLERS/LATHERS:: (AREA 2).....	\$ 46.77	31.26
DRYWALL INSTALLERS/LATHERS:: (AREA 1).....	\$ 52.65	31.26

 CARP0152-001 07/01/2020

	Rates	Fringes
CARPENTERS: MILLWRIGHT (CONTRA COSTA COUNTY).....	\$ 52.75	32.41
CARPENTERS: JOURNEYMAN CARPENTER (CONTRA COSTA COUNTY).....	\$ 52.65	30.82
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER (CONTRA COSTA COUNTY).....	\$ 52.80	30.82
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (CONTRA COSTA COUNTY).....	\$ 52.65	30.82

 CARP0152-002 07/01/2020

	Rates	Fringes
CARPENTERS: MILLWRIGHT (SAN JOAQUIN COUNTY).....	\$ 49.27	32.41
CARPENTERS: JOURNEYMAN CARPENTER (SAN JOAQUIN COUNTY).....	\$ 46.77	30.82
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER (SAN JOAQUIN COUNTY).....	\$ 46.92	30.82
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (SAN JOAQUIN COUNTY).....	\$ 52.65	30.82

 CARP0152-004 07/01/2020

	Rates	Fringes
CARPENTERS: MILLWRIGHT (CALAVERAS, MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES).....	\$ 47.92	32.41
CARPENTERS: JOURNEYMAN CARPENTER (CALAVERAS, MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES).\$	45.42	30.82
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER CALAVERAS, MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES.....	\$ 45.57	30.82
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (CALAVERAS, MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES).....	\$ 52.65	30.82

 CARP0217-001 07/01/2023

	Rates	Fringes
CARPENTERS: MILLWRIGHT (SAN MATEO COUNTY).....	\$ 60.49	35.11
CARPENTERS: JOURNEYMAN CARPENTER (SAN MATEO COUNTY).\$	60.39	33.52
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER		

SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER (SAN MATEO COUNTY).....	\$ 60.54	33.52
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (SAN MATEO COUNTY).....	\$ 60.39	33.52

CARP0405-001 07/01/2021

	Rates	Fringes
CARPENTERS: MILLWRIGHT (SANTA CLARA COUNTY).....	\$ 54.95	33.08
CARPENTERS: JOURNEYMAN CARPENTER (SANTA CLARA COUNTY).....	\$ 54.85	31.49
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER (SANTA CLARA COUNTY).....	\$ 55.00	31.49
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (SANTA CLARA COUNTY).....	\$ 54.85	31.49

CARP0405-002 07/01/2021

	Rates	Fringes
CARPENTERS: MILLWRIGHT (SAN BENITO COUNTY).....	\$ 51.47	33.08
CARPENTERS: JOURNEYMAN CARPENTER (SAN BENITO COUNTY).....	\$ 48.97	31.49
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER (SAN BENITO COUNTY).....	\$ 49.12	31.49
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (SAN BENITO COUNTY).....	\$ 54.85	31.49

CARP0505-001 07/01/2021

	Rates	Fringes
CARPENTERS: MILLWRIGHT (SANTA CRUZ COUNTY).....	\$ 51.47	33.08
CARPENTERS: JOURNEYMAN CARPENTER (SANTA CRUZ COUNTY).....	\$ 48.97	31.49
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER (SANTA CRUZ COUNTY).....	\$ 49.12	31.49
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (SANTA CRUZ COUNTY).....	\$ 54.85	31.49

CARP0605-001 07/01/2021

	Rates	Fringes
CARPENTERS: MILLWRIGHT (MONTEREY COUNTY).....	\$ 51.47	33.08
CARPENTERS: JOURNEYMAN CARPENTER (MONTEREY COUNTY)..	\$ 48.97	31.49
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER (MONTEREY COUNTY).....	\$ 49.12	31.49
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (MONTEREY COUNTY).....	\$ 54.85	31.49

CARP0701-001 07/01/2021

	Rates	Fringes
CARPENTERS: MILLWRIGHT (FRESNO AND MADERA COUNTIES).\$	50.12	33.08
CARPENTERS: JOURNEYMAN CARPENTER (FRESNO AND MADERA COUNTIES).....	\$ 47.62	31.49
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER (FRESNO AND MADERA COUNTIES)...\$	47.77	31.49
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (FRESNO AND MADERA COUNTIES).....	\$ 54.85	31.49

CARP0713-001 07/01/2021

	Rates	Fringes
CARPENTERS: MILLWRIGHT (ALAMEDA COUNTY).....	\$ 54.95	33.08
CARPENTERS: JOURNEYMAN CARPENTER (ALAMEDA COUNTY)...	\$ 54.85	31.49
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER (ALAMEDA COUNTY).....	\$ 55.00	31.49
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (ALAMEDA COUNTY).....	\$ 54.85	31.49

CARP1109-001 07/01/2021

	Rates	Fringes
CARPENTERS: MILLWRIGHT (KINGS COUNTY).....	\$ 50.12	33.08
CARPENTERS: JOURNEYMAN CARPENTER (KINGS COUNTY).....	\$ 47.62	31.49
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER KINGS COUNTY.....	\$ 47.77	31.49
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (KINGS COUNTY).....	\$ 54.85	31.49

ELEC0006-004 12/01/2025

	Rates	Fringes
SOUND & COMMUNICATIONS: TECHNICIAN (SAN FRANCISCO COUNTY) SCOPE OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDING ENERGY MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE ELECTRICIAN.....	\$ 67.65	31.78
SOUND & COMMUNICATIONS: INSTALLER SCOPE OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDING ENERGY MANAGEMENT SYSTEMS.		

FOOTNOTE: FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE ELECTRICIAN.(SAN FRANCISCO COUNTY).....\$ 58.83 31.51

ELEC0006-007 06/01/2024 Rates Fringes
ELECTRICIAN (SAN FRANCISCO COUNTY).....\$ 91.25 48.05

ELEC0100-002 09/01/2025 Rates Fringes
ELECTRICIAN (FRESNO, KINGS, AND MADERA COUNTIES)....\$ 50.00 30.15

ELEC0100-005 12/01/2024 Rates Fringes

COMMUNICATIONS SYSTEM: TECHNICIAN (FRESNO, KINGS, MADERA) SCOPE OF WORK INCLUDES THE INSTALLATION TESTING, SERVICE AND MAINTENANCE, OF THE FOLLOWING SYSTEMS WHICH UTILIZE THE TRANSMISSION AND/OR TRANSFERENCE OF VOICE, SOUND, VISION AND DIGITAL FOR COMMERCIAL, EDUCATION, SECURITY AND ENTERTAINMENT PURPOSES FOR THE FOLLOWING: TV MONITORING AND SURVEILLANCE, BACKGROUND-FOREGROUND MUSIC, INTERCOM AND TELEPHONE INTERCONNECT, INVENTORY CONTROL SYSTEMS, MICROWAVE TRANSMISSION, MULTI-MEDIA, MULTIPLEX, NURSE CALL SYSTEM, RADIO PAGE, SCHOOL INTERCOM AND SOUND, BURGLAR ALARMS, AND LOW VOLTAGE MASTER CLOCK SYSTEMS. A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS BACKGROUND FOREGROUND MUSIC, INTERCOM AND TELEPHONE INTERCONNECT SYSTEMS, TELEPHONE SYSTEMS NURSE CALL SYSTEMS, RADIO PAGE SYSTEMS, SCHOOL INTERCOM AND SOUND SYSTEMS, BURGLAR ALARM SYSTEMS, LOW VOLTAGE, MASTER CLOCK SYSTEMS, MULTI-MEDIA/MULTIPLEX SYSTEMS, SOUND AND MUSICAL ENTERTAINMENT SYSTEMS, RF SYSTEMS, ANTENNAS AND WAVE GUIDE, B. FIRE ALARM SYSTEMS INSTALLATION, WIRE PULLING AND TESTING C. TELEVISION AND VIDEO SYSTEMS TELEVISION MONITORING AND SURVEILLANCE SYSTEMS VIDEO SECURITY SYSTEMS, VIDEO ENTERTAINMENT SYSTEMS, VIDEO EDUCATIONAL SYSTEMS, MICROWAVE TRANSMISSION SYSTEMS, CATV AND CCTV D. SECURITY SYSTEMS PERIMETER SECURITY SYSTEMS VIBRATION SENSOR SYSTEMS CARD ACCESS SYSTEMS ACCESS CONTROL SYSTEMS, SONAR/INFRARED MONITORING EQUIPMENT E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (SUPERVISORY CONTROL AND DATA ACQUISITION) PCM (PULSE CODE MODULATION) INVENTORY CONTROL SYSTEMS, DIGITAL DATA SYSTEMS BROADBAND AND BASEBAND AND CARRIERS POINT OF SALE SYSTEMS, VSAT DATA SYSTEMS DATA COMMUNICATION SYSTEMS RF AND REMOTE CONTROL SYSTEMS, FIBER OPTIC DATA SYSTEMS WORK EXCLUDED RACEWAY SYSTEMS ARE NOT COVERED (EXCLUDING LADDER-RACK FOR THE PURPOSE OF THE ABOVE LISTED SYSTEMS). CHASES AND/OR NIPPLES (NOT TO EXCEED 10 FEET) MAY BE INSTALLED ON OPEN WIRING SYSTEMS.

ENERGY MANAGEMENT SYSTEMS. SCADA (SUPERVISORY CONTROL AND DATA ACQUISITION) WHEN NOT INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE). FIRE ALARM SYSTEMS WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) SHALL BE PERFORMED AT THE ELECTRICIAN WAGE RATE, WHEN EITHER OF THE FOLLOWING TWO (2) CONDITIONS APPLY: 1. THE PROJECT INVOLVES NEW OR MAJOR REMODEL BUILDING TRADES CONSTRUCTION. 2. THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT.....\$ 52.07

COMMUNICATIONS SYSTEM: INSTALLER (FRESNO, KINGS, MADERA) SCOPE OF WORK INCLUDES THE INSTALLATION TESTING, SERVICE AND MAINTENANCE, OF THE FOLLOWING SYSTEMS WHICH UTILIZE THE TRANSMISSION AND/OR TRANSFERENCE OF VOICE, SOUND, VISION AND DIGITAL FOR COMMERCIAL, EDUCATION, SECURITY AND ENTERTAINMENT PURPOSES FOR THE FOLLOWING: TV MONITORING AND SURVEILLANCE, BACKGROUND-FOREGROUND MUSIC, INTERCOM AND TELEPHONE INTERCONNECT, INVENTORY CONTROL SYSTEMS, MICROWAVE TRANSMISSION, MULTI-MEDIA, MULTIPLEX, NURSE CALL SYSTEM, RADIO PAGE, SCHOOL INTERCOM AND SOUND, BURGLAR ALARMS, AND LOW VOLTAGE MASTER CLOCK SYSTEMS. A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS BACKGROUND FOREGROUND MUSIC, INTERCOM AND TELEPHONE INTERCONNECT SYSTEMS, TELEPHONE SYSTEMS NURSE CALL SYSTEMS, RADIO PAGE SYSTEMS, SCHOOL INTERCOM AND SOUND SYSTEMS, BURGLAR ALARM SYSTEMS, LOW VOLTAGE, MASTER CLOCK SYSTEMS, MULTI-MEDIA/MULTIPLEX SYSTEMS, SOUND AND MUSICAL ENTERTAINMENT SYSTEMS, RF SYSTEMS, ANTENNAS AND WAVE GUIDE, B. FIRE ALARM SYSTEMS INSTALLATION, WIRE PULLING AND TESTING C. TELEVISION AND VIDEO SYSTEMS TELEVISION MONITORING AND SURVEILLANCE SYSTEMS VIDEO SECURITY SYSTEMS, VIDEO ENTERTAINMENT SYSTEMS, VIDEO EDUCATIONAL SYSTEMS, MICROWAVE TRANSMISSION SYSTEMS, CATV AND CCTV D. SECURITY SYSTEMS PERIMETER SECURITY SYSTEMS VIBRATION SENSOR SYSTEMS CARD ACCESS SYSTEMS ACCESS CONTROL SYSTEMS, SONAR/INFRARED MONITORING EQUIPMENT E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (SUPERVISORY CONTROL AND DATA ACQUISITION) PCM (PULSE CODE MODULATION) INVENTORY CONTROL SYSTEMS, DIGITAL DATA SYSTEMS BROADBAND AND BASEBAND AND CARRIERS POINT OF SALE SYSTEMS, VSAT DATA SYSTEMS DATA COMMUNICATION SYSTEMS RF AND REMOTE CONTROL SYSTEMS, FIBER OPTIC DATA SYSTEMS WORK EXCLUDED RACEWAY SYSTEMS ARE NOT COVERED (EXCLUDING LADDER-RACK FOR THE PURPOSE OF THE ABOVE LISTED SYSTEMS). CHASES AND/OR NIPPLES (NOT TO EXCEED 10 FEET) MAY BE INSTALLED ON OPEN WIRING SYSTEMS. ENERGY MANAGEMENT SYSTEMS. SCADA (SUPERVISORY CONTROL AND DATA ACQUISITION) WHEN NOT INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE). FIRE ALARM SYSTEMS WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) SHALL BE PERFORMED AT THE ELECTRICIAN WAGE RATE, WHEN EITHER OF THE FOLLOWING TWO (2) CONDITIONS APPLY: 1. THE PROJECT INVOLVES NEW OR MAJOR REMODEL BUILDING TRADES CONSTRUCTION. 2. THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT.....\$ 45.28

28.21

28.01

ELEC0234-001 12/30/2025

Rates Fringes

ELECTRICIAN (MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES) ZONE A : ALL OF SANTA CRUZ, MONTEREY, AND SAN BENITO COUNTIES WITHIN 25 AIR MILES OF HIGHWAY 1 AND DOLAN ROAD IN MOSS LANDING, AND AN AREA EXTENDING 5 MILES EAST AND WEST OF HIGHWAY 101 SOUTH TO THE SAN LUIS OBISPO COUNTY LINE.....\$ 70.41 33.76
 ELECTRICIAN (MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES) ZONE B: ANY AREA OUTSIDE OF ZONE A.....\$ 77.45 33.97

ELEC0234-003 12/01/2021

Rates Fringes

SOUND & COMMUNICATIONS, TECHNICIAN (MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES) SCOPE OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDING ENERGY MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE ELECTRICIAN.....\$ 55.12 24.30
 SOUND & COMMUNICATIONS, INSTALLER (MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES).....\$ 47.93 24.09

ELEC0302-001 03/01/2025

Rates Fringes

ELECTRICIAN (CONTRA COSTA COUNTY).....\$ 66.26 35.84
 CABLE SPLICER (CONTRA COSTA COUNTY).....\$ 74.54 36.09

ELEC0302-003 12/01/2025

Rates Fringes

SOUND & COMMUNICATIONS: TECHNICIAN (CONTRA COSTA COUNTY) SCOPE OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK,

LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDING ENERGY MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE ELECTRICIAN.....\$ 61.04 31.08

SOUND & COMMUNICATIONS: INSTALLER (CONTRA COSTA COUNTY) SCOPE OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDING ENERGY MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE ELECTRICIAN.....\$ 53.08 30.84

ELEC0332-001 06/01/2025

Rates Fringes

ELECTRICIAN (SANTA CLARA COUNTY) FOOTNOTES: WORK UNDER COMPRESSED AIR OR WHERE GAS MASKS ARE REQUIRED, ORWORK ON LADDERS, SCAFFOLDS, STACKS, ""BOSUN'S CHAIRS,"" OR OTHER STRUCTURES AND WHERE THE WORKERS ARE NOT PROTECTED BY PERMANENT GUARD RAILS AT A DISTANCE OF 40 TO 60 FT. FROM THE GROUND OR SUPPORTING STRUCTURES: TO BE PAID ONE AND ONE-HALF TIMES THE STRAIGHT-TIME RATE OF PAY. WORK ON STRUCTURES OF 60 FT. OR OVER (AS DESCRIBED ABOVE): TO BE PAID TWICE THE STRAIGHT-TIME RATE OF PAY.....\$ 91.03 49.05

CABLE SPLICER (SANTA CLARA COUNTY) FOOTNOTES: WORK UNDER COMPRESSED AIR OR WHERE GAS MASKS ARE REQUIRED, ORWORK ON LADDERS, SCAFFOLDS, STACKS, ""BOSUN'S CHAIRS,"" OR OTHER STRUCTURES AND WHERE THE WORKERS ARE NOT PROTECTED BY PERMANENT GUARD RAILS AT A DISTANCE OF 40 TO 60 FT. FROM THE GROUND OR SUPPORTING STRUCTURES: TO BE PAID ONE AND ONE-HALF TIMES THE STRAIGHT-TIME RATE OF PAY. WORK ON STRUCTURES OF 60 FT. OR OVER (AS DESCRIBED ABOVE): TO BE PAID TWICE THE STRAIGHT-TIME RATE OF PAY.....\$ 104.68 49.46

ELEC0332-003 12/01/2025

Rates Fringes

SOUND & COMMUNICATIONS: TECHNICIAN (SANTA CLARA COUNTY) SCOPE OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR

RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDING ENERGY MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE ELECTRICIAN.....\$ 67.08 31.26

SOUND & COMMUNICATIONS: INSTALLER (SANTA CLARA COUNTY) SCOPE OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDING ENERGY MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE ELECTRICIAN.....\$ 58.33 31.00

ELEC0595-001 06/01/2025

	Rates	Fringes
ELECTRICIAN (ALAMEDA COUNTY).....	\$ 76.00	49.07
CABLE SPLICER (ALAMEDA COUNTY).....	\$ 87.40	49.41

ELEC0595-002 06/01/2024

	Rates	Fringes
ELECTRICIAN: (2) ALL OTHER WORK (CALAVERAS AND SAN JOAQUIN COUNTIES).....	\$ 49.45	31.96
ELECTRICIAN: (1) TUNNEL WORK (CALAVERAS AND SAN JOAQUIN COUNTIES).....	\$ 51.92	32.04
CABLE SPLICER (CALAVERAS AND SAN JOAQUIN COUNTIES)..	\$ 59.34	32.26

ELEC0595-006 12/01/2025

	Rates	Fringes
SOUND & COMMUNICATIONS: INSTALLER (ALAMEDA COUNTY)..	\$ 58.33	31.00

SOUND & COMMUNICATIONS, TECHNICIAN (ALAMEDA COUNTY) SCOPE OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDING ENERGY MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE ELECTRICIAN.....\$ 67.08

31.26

ELEC0595-008 12/01/2024

Rates

Fringes

COMMUNICATIONS SYSTEM: TECHNICIAN (CALAVERAS AND SAN JOAQUIN COUNTIES) SCOPE OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDING ENERGY MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE ELECTRICIAN.....\$ 52.07

28.21

COMMUNICATIONS SYSTEM: INSTALLER (CALAVERAS AND SAN JOAQUIN COUNTIES) SCOPE OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY

SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK,
 LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS
 LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL
 HAVING BUILDING ACCESS); EXCLUDING ENERGY
 MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM WORK
 WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND
 CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR
 MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE
 CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED
 IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE
 ELECTRICIAN.....\$ 45.28 28.01

ELEC0617-001 06/01/2025 Rates Fringes
 ELECTRICIAN (SAN MATEO COUNTY).....\$ 86.00 51.07

ELEC0617-003 12/01/2025 Rates Fringes
 SOUND & COMMUNICATIONS: TECHNICIAN (SAN MATEO
 COUNTY) SCOPE OF WORK: INCLUDING ANY DATA
 SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR
 RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA
 SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL
 FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION
 OF TERMINATIONS AND TESTINGS OF CONDUCTORS
 DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM
 WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND
 CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR
 REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE
 CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED
 IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY
 SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK,
 LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS
 LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL
 HAVING BUILDING ACCESS); EXCLUDING ENERGY
 MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM
 WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND
 CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR
 MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE
 CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED
 IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE
 ELECTRICIAN.....\$ 67.08 31.26

SOUND & COMMUNICATIONS: INSTALLER (SAN MATEO
 COUNTY) SCOPE OF WORK: INCLUDING ANY DATA
 SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR
 RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA
 SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL
 FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION
 OF TERMINATIONS AND TESTINGS OF CONDUCTORS
 DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM
 WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND
 CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR
 REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE
 CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED
 IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY
 SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK,
 LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS
 LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL
 HAVING BUILDING ACCESS); EXCLUDING ENERGY
 MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM
 WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND
 CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR
 MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE

CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED
 IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE
 ELECTRICIAN.....\$ 58.33 31.00

ELEC0684-001 12/01/2024

Rates Fringes

ELECTRICIAN (MARIPOSA, MERCED, STANISLAUS AND
 TUOLUMNE COUNTIES) CABLE SPLICER = 110% OF
 JOURNEYMAN ELECTRICIAN.....\$ 48.50 30.09

ELEC0684-004 12/01/2024

Rates Fringes

COMMUNICATIONS SYSTEM: TECHNICIAN (MARIPOSA,
 MERCED, STANISLAUS AND TUOLUMNE COUNTIES) SCOPE
 OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY
 FUNCTION IS TO TRANSMIT OR RECEIVE INFORMATION;
 EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE
 SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER
 SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND
 TESTINGS OF CONDUCTORS DETERMINED BY THEIR
 FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED
 IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND
 WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING
 PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE
 FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT;
 EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, LINE
 VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS
 (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75'
 ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING
 ACCESS); EXCLUDING ENERGY MANAGEMENT SYSTEMS.
 FOOTNOTE: FIRE ALARM WORK WHEN INSTALLED IN
 RACEWAYS (INCLUDING WIRE AND CABLE PULLING), ON
 PROJECTS WHICH INVOLVE NEW OR MAJOR REMODEL
 BUILDING CONSTRUCTION, FOR WHICH THE CONDUCTORS FOR
 THE FIRE ALARM SYSTEM ARE INSTALLED IN THE CONDUIT,
 SHALL BE PERFORMED BY THE INSIDE ELECTRICIAN.....\$ 52.07 28.21

COMMUNICATIONS SYSTEM: INSTALLER (MARIPOSA,
 MERCED, STANISLAUS AND TUOLUMNE COUNTIES) SCOPE
 OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY
 FUNCTION IS TO TRANSMIT OR RECEIVE INFORMATION;
 EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE
 SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER
 SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND
 TESTINGS OF CONDUCTORS DETERMINED BY THEIR
 FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED
 IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND
 WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING
 PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE
 FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT;
 EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, LINE
 VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS
 (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75'
 ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING
 ACCESS); EXCLUDING ENERGY MANAGEMENT SYSTEMS.
 FOOTNOTE: FIRE ALARM WORK WHEN INSTALLED IN
 RACEWAYS (INCLUDING WIRE AND CABLE PULLING), ON
 PROJECTS WHICH INVOLVE NEW OR MAJOR REMODEL
 BUILDING CONSTRUCTION, FOR WHICH THE CONDUCTORS FOR
 THE FIRE ALARM SYSTEM ARE INSTALLED IN THE CONDUIT,
 SHALL BE PERFORMED BY THE INSIDE ELECTRICIAN.....\$ 45.28 28.01

ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION: (3) GROUNDMAN HOLIDAYS: NEW YEAR'S DAY, M.L. KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND DAY AFTER THANKSGIVING, CHRISTMAS DAY.....	\$ 40.76	21.76
LINE CONSTRUCTION: (2) EQUIPMENT SPECIALIST (OPERATES CRAWLER TRACTORS, COMMERCIAL MOTOR VEHICLES, BACKHOES, TRENCHERS, CRANES (50 TONS AND BELOW), OVERHEAD & UNDERGROUND DISTRIBUTION LINE EQUIPMENT) HOLIDAYS: NEW YEAR'S DAY, M.L. KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND DAY AFTER THANKSGIVING, CHRISTMAS DAY.....	\$ 53.30	22.26
LINE CONSTRUCTION: (1) LINEMAN; CABLE SPLICER HOLIDAYS: NEW YEAR'S DAY, M.L. KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND DAY AFTER THANKSGIVING, CHRISTMAS DAY.....	\$ 70.16	24.71

 ELEV0008-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC FOOTNOTE: A. PAID VACATION: EMPLOYER CONTRIBUTES 8% OF REGULAR HOURLY RATE AS VACATION PAY CREDIT FOR EMPLOYEES WITH MORE THAN 5 YEARS OF SERVICE, AND 6% FOR 6 MONTHS TO 5 YEARS OF SERVICE. B. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING, AND CHRISTMAS DAY.....	\$ 84.05	38.44

 ENGI0003-001 06/29/2020

	Rates	Fringes
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 6.....	\$ 42.50	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 5.....	\$ 44.73	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 4.....	\$ 47.37	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 3 (Truck Crane Oiler).....	\$ 45.12	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 3 (Oiler).....	\$ 42.89	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 3 (Lifting devices).....	\$ 49.14	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 2 (Truck Crane Oiler).....	\$ 45.41	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 2 (Oiler).....	\$ 43.11	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 2 (Lifting devices).....	\$ 50.82	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 1 (Truck Crane Oiler).....	\$ 45.66	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 1 (Oiler).....	\$ 43.38	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 1 (Lifting devices).....	\$ 52.64	31.15
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: UNDERGROUND: (GROUP 5).....	\$ 58.09	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: UNDERGROUND: (GROUP 4).....	\$ 59.23	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: UNDERGROUND: (GROUP 3).....	\$ 60.37	32.53

OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: UNDERGROUND: (GROUP 2).....	\$ 61.70	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: UNDERGROUND: (GROUP 1-A).....	\$ 65.43	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: UNDERGROUND: (GROUP 1).....	\$ 62.96	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 5)...	\$ 58.19	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 4)...	\$ 59.33	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 3)...	\$ 60.47	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 2)...	\$ 61.80	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 1-A)...	\$ 65.53	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 1)...	\$ 63.06	32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA 1:: GROUP 5.....	\$ 62.24	32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA 1:: GROUP 4.....	\$ 63.54	32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA 1:: GROUP 3.....	\$ 65.56	32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA 1:: GROUP 2.....	\$ 67.04	32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA 1:: GROUP 1.....	\$ 68.81	32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS - AREA 1:: GROUP 4.....	\$ 61.30	32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS - AREA 1:: GROUP 3 (Hydraulic).....	\$ 59.98	32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS - AREA 1:: GROUP 3 (Cranes).....	\$ 64.34	32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS - AREA 1:: GROUP 2.....	\$ 66.08	32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS - AREA 1:: GROUP 1.....	\$ 68.59	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 8-A.....	\$ 55.49	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 8.....	\$ 57.70	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 7.....	\$ 58.84	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 6.....	\$ 59.98	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 5.....	\$ 61.30	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 4.....	\$ 62.57	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 3.....	\$ 63.95	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 2.....	\$ 65.43	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 1.....	\$ 66.96	32.53

ENGI0003-001 06/30/2025

	Rates	Fringes
OPERATOR: POWER EQUIPMENT, PILEDIVING - AREA 1:: GROUP 6.....	\$ 42.50	31.15
OPERATOR: POWER EQUIPMENT, PILEDIVING - AREA 1:: GROUP 5.....	\$ 44.73	31.15
OPERATOR: POWER EQUIPMENT, PILEDIVING - AREA 1:: GROUP 4.....	\$ 47.37	31.15
OPERATOR: POWER EQUIPMENT, PILEDIVING - AREA 1:: GROUP 3 (Truck Crane Oiler).....	\$ 45.12	31.15
OPERATOR: POWER EQUIPMENT, PILEDIVING - AREA 1:: GROUP 3 (Oiler).....	\$ 42.89	31.15
OPERATOR: POWER EQUIPMENT, PILEDIVING - AREA 1:: GROUP 3 (Lifting devices).....	\$ 49.14	31.15
OPERATOR: POWER EQUIPMENT, PILEDIVING - AREA 1:: GROUP 2 (Truck Crane Oiler).....	\$ 45.41	31.15

OPERATOR: POWER EQUIPMENT, PILEDIVING - AREA 1::		
GROUP 2 (Oiler).....	\$ 43.11	31.15
OPERATOR: POWER EQUIPMENT, PILEDIVING - AREA 1::		
GROUP 2 (Lifting devices).....	\$ 50.82	31.15
OPERATOR: POWER EQUIPMENT, PILEDIVING - AREA 1::		
GROUP 1 (Truck Crane Oiler).....	\$ 45.66	31.15
OPERATOR: POWER EQUIPMENT, PILEDIVING - AREA 1::		
GROUP 1 (Oiler).....	\$ 43.38	31.15
OPERATOR: POWER EQUIPMENT, PILEDIVING - AREA 1::		
GROUP 1 (Lifting devices).....	\$ 52.64	31.15
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND		
WORK - AREA 1:: UNDERGROUND: (GROUP 5).....	\$ 58.09	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND		
WORK - AREA 1:: UNDERGROUND: (GROUP 4).....	\$ 59.23	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND		
WORK - AREA 1:: UNDERGROUND: (GROUP 3).....	\$ 60.37	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND		
WORK - AREA 1:: UNDERGROUND: (GROUP 2).....	\$ 61.70	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND		
WORK - AREA 1:: UNDERGROUND: (GROUP 1-A).....	\$ 65.43	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND		
WORK - AREA 1:: UNDERGROUND: (GROUP 1).....	\$ 62.96	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND		
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 5)...	\$ 58.19	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND		
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 4)...	\$ 59.33	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND		
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 3)...	\$ 60.47	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND		
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 2)...	\$ 61.80	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND		
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 1-A)..	\$ 65.53	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND		
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 1)...	\$ 63.06	32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA		
1:: GROUP 5.....	\$ 62.24	32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA		
1:: GROUP 4.....	\$ 63.54	32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA		
1:: GROUP 3.....	\$ 65.56	32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA		
1:: GROUP 2.....	\$ 67.04	32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA		
1:: GROUP 1.....	\$ 68.81	32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS		
- AREA 1:: GROUP 4.....	\$ 61.30	32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS		
- AREA 1:: GROUP 3 (Hydraulic).....	\$ 59.98	32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS		
- AREA 1:: GROUP 3 (Cranes).....	\$ 64.34	32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS		
- AREA 1:: GROUP 2.....	\$ 66.08	32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS		
- AREA 1:: GROUP 1.....	\$ 68.59	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 8-A.....	\$ 55.49	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 8.....	\$ 57.70	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 7.....	\$ 58.84	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 6.....	\$ 59.98	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 5.....	\$ 61.30	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 4.....	\$ 62.57	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 3.....	\$ 63.95	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 2.....	\$ 65.43	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 1.....	\$ 66.96	32.53

ENGI0003-008 08/01/2024

Rates

Fringes

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING) AREA 2: (4) BARGEMAN; DECKHAND; FIREMAN; LEVEEHAND; OILER AREA DESCRIPTIONS
 AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES AREA 2: MODOC COUNTY THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1: NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART COLUSA COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL PART AREA 2: REMAINDER FRESNO COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART GLENN COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA 2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MARIPOSA COUNTY AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART NEVADA COUNTY: AREA 1: ALL BUT THE NORTHERN PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2: REMAINDER PLACER COUNTY: AREA 1: AL BUT THE CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY: AREA 1: WESTERN PORTION AREA 2: REMAINDER SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1: WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY: AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA 1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART.....\$ 53.23

39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING) AREA 2: (3) BOOSTER PUMP OPERATOR; DECK ENGINEER; DECK MATE; DREDGE TENDER; WINCH OPERATOR AREA DESCRIPTIONS
 AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES AREA 2: MODOC COUNTY THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1: NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART COLUSA COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL PART AREA 2: REMAINDER FRESNO COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART GLENN COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA 2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MARIPOSA

COUNTY AREA 1: EXCEPT EASTERN PART AREA 2:
 EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT
 SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART
 NEVADA COUNTY: AREA 1: ALL BUT THE NORTHERN
 PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2:
 REMAINDER PLACER COUNTY: AREA 1: AL BUT THE
 CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY:
 AREA 1: WESTERN PORTION AREA 2: REMAINDER
 SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN
 CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1:
 WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY:
 AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA
 COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER
 AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL
 BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY
 COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA
 1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER
 WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE
 COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2:

EASTERN PART.....\$ 56.53 39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC
 SUCTION DREDGING) AREA 2: (2) DREDGE DOZER; HEAVY
 DUTY REPAIRMAN : AREA DESCRIPTIONS AREA 1:
 ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
 NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN
 JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ,
 SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY THE REMAINING COUNTIES
 ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY: AREA 1: NORTHERNMOST PART AREA
 2: REMAINDER CALAVERAS COUNTY: AREA 1:
 REMAINDER AREA 2: EASTERN PART COLUSA COUNTY:
 AREA 1: EASTERN PART AREA 2: REMAINDER EL DORADO
 COUNTY: AREA 1: NORTH CENTRAL PART AREA 2:
 REMAINDER FRESNO COUNTY: AREA 1: REMAINDER
 AREA 2: EASTERN PART GLENN COUNTY: AREA 1:
 EASTERN PART AREA 2: REMAINDER LASSEN COUNTY:
 AREA 1: WESTERN PART ALONG THE SOUTHERN PORTION OF
 BORDER WITH SHASTA COUNTY AREA 2: REMAINDER

MADERA COUNTY: AREA 1: EXCEPT EASTERN PART AREA
 2: EASTERN PART MARIPOSA COUNTY AREA 1: EXCEPT
 EASTERN PART AREA 2: EASTERN PART MONTERREY
 COUNTY AREA 1: EXCEPT SOUTHWESTERN PART AREA 2:
 SOUTHWESTERN PART NEVADA COUNTY: AREA 1: ALL
 BUT THE NORTHERN PORTION ALONG THE BORDER OF SIERRA
 COUNTY AREA 2: REMAINDER PLACER COUNTY: AREA 1:

AL BUT THE CENTRAL PORTION AREA 2: REMAINDER
 PLUMAS COUNTY: AREA 1: WESTERN PORTION AREA 2:
 REMAINDER SHASTA COUNTY: AREA 1: ALL BUT THE
 NORTHEASTERN CORNER AREA 2: REMAINDER SIERRA
 COUNTY: AREA 1: WESTERN PART AREA 2: REMAINDER
 SISKIYOU COUNTY: AREA 1: CENTRAL PART AREA 2:
 REMAINDER SONOMA COUNTY: AREA 1: ALL BUT THE
 NORTHWESTERN CORNER AREA 2: REMAINDER TEHAMA
 COUNTY: AREA 1: ALL BUT THE WESTERN BORDER WITH
 MENDOCINO & TRINITY COUNTIES AREA 2: REMAINDER
 TRINITY COUNTY: AREA 1: EAST CENTRAL PART AND THE
 NORTHEASTERN BORDER WITH SHASTA COUNTY AREA 2:
 REMAINDER TUOLUMNE COUNTY: AREA 1: EXCEPT

EASTERN PART AREA 2: EASTERN PART.....\$ 57.65 39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC
 SUCTION DREDGING) AREA 2: (1) LEVERMAN AREA
 DESCRIPTIONS AREA 1: ALAMEDA,BUTTE, CONTRA
 COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN
 BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO,

SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES AREA 2: MODOC COUNTY THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1: NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART COLUSA COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL PART AREA 2: REMAINDER FRESNO COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART GLENN COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA 2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MARIPOSA COUNTY AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART NEVADA COUNTY: AREA 1: ALL BUT THE NORTHERN PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2: REMAINDER PLACER COUNTY: AREA 1: AL BUT THE CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY: AREA 1: WESTERN PORTION AREA 2: REMAINDER SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1: WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY: AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA 1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART.....\$ 62.61

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING) AREA 1: (4) BARGEMAN; DECKHAND; FIREMAN; LEVEEHAND; OILER AREA DESCRIPTIONS AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES AREA 2: MODOC COUNTY THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1: NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART COLUSA COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL PART AREA 2: REMAINDER FRESNO COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART GLENN COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA 2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MARIPOSA COUNTY AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART NEVADA COUNTY: AREA 1: ALL BUT THE NORTHERN PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2: REMAINDER PLACER COUNTY: AREA 1: AL BUT THE CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY: AREA 1: WESTERN PORTION AREA 2: REMAINDER SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN

39.55

CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1:
 WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY:
 AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA
 COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER
 AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL
 BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY
 COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA
 1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER
 WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE
 COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2:
 EASTERN PART.....\$ 51.23 39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC
 SUCTION DREDGING) AREA 1: (3) BOOSTER PUMP
 OPERATOR; DECK ENGINEER; DECK MATE; DREDGE
 TENDER; WINCH OPERATOR AREA DESCRIPTIONS
 AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN,
 MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN
 FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,
 SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND
 YUBA COUNTIES AREA 2: MODOC COUNTY THE
 REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND
 AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1:
 NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS
 COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART
 COLUSA COUNTY: AREA 1: EASTERN PART AREA 2:
 REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL
 PART AREA 2: REMAINDER FRESNO COUNTY: AREA
 1: REMAINDER AREA 2: EASTERN PART GLENN
 COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER
 LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE
 SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA
 2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT
 EASTERN PART AREA 2: EASTERN PART MARIPOSA
 COUNTY AREA 1: EXCEPT EASTERN PART AREA 2:
 EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT
 SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART
 NEVADA COUNTY: AREA 1: ALL BUT THE NORTHERN
 PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2:
 REMAINDER PLACER COUNTY: AREA 1: AL BUT THE
 CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY:
 AREA 1: WESTERN PORTION AREA 2: REMAINDER
 SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN
 CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1:
 WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY:
 AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA
 COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER
 AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL
 BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY
 COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA
 1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER
 WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE
 COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2:
 EASTERN PART.....\$ 54.53 39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC
 SUCTION DREDGING) AREA 1: (1) LEVERMAN AREA
 DESCRIPTIONS AREA 1: ALAMEDA,BUTTE, CONTRA
 COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN
 BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO,
 SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
 SUTTER, YOLO, AND YUBA COUNTIES AREA 2: MODOC
 COUNTY THE REMAINGING COUNTIES ARE SPLIT BETWEEN
 AREA 1 AND AREA 2 AS NOTED BELOW: ALPINE COUNTY:
 AREA 1: NORTHERNMOST PART AREA 2: REMAINDER
 CALAVERAS COUNTY: AREA 1: REMAINDER AREA 2:
 EASTERN PART COLUSA COUNTY: AREA 1: EASTERN

PART AREA 2: REMAINDER ELDORADO COUNTY: AREA 1:
 NORTH CENTRAL PART AREA 2: REMAINDER FRESNO
 COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART
 GLENN COUNTY: AREA 1: EASTERN PART AREA 2:
 REMAINDER LASSEN COUNTY: AREA 1: WESTERN PART
 ALONG THE SOUTHERN PORTION OF BORDER WITH SHASTA
 COUNTY AREA 2: REMAINDER MADERA COUNTY: AREA
 1: EXCEPT EASTERN PART AREA 2: EASTERN PART
 MARIPOSA COUNTY AREA 1: EXCEPT EASTERN PART
 AREA 2: EASTERN PART MONTERREY COUNTY AREA 1:
 EXCEPT SOUTHWESTERN PART AREA 2: SOUTHWESTERN
 PART NEVADA COUNTY: AREA 1: ALL BUT THE
 NORTHERN PORTION ALONG THE BORDER OF SIERRA COUNTY
 AREA 2: REMAINDER PLACER COUNTY: AREA 1: AL BUT
 THE CENTRAL PORTION AREA 2: REMAINDER PLUMAS
 COUNTY: AREA 1: WESTERN PORTION AREA 2:
 REMAINDER SHASTA COUNTY: AREA 1: ALL BUT THE
 NORTHEASTERN CORNER AREA 2: REMAINDER SIERRA
 COUNTY: AREA 1: WESTERN PART AREA 2: REMAINDER
 SISKIYOU COUNTY: AREA 1: CENTRAL PART AREA 2:
 REMAINDER SONOMA COUNTY: AREA 1: ALL BUT THE
 NORTHWESTERN CORNER AREA 2: REMAINDER TEHAMA
 COUNTY: AREA 1: ALL BUT THE WESTERN BORDER WITH
 MENDOCINO & TRINITY COUNTIES AREA 2: REMAINDER
 TRINITY COUNTY: AREA 1: EAST CENTRAL PART AND THE
 NORTHEASTERN BORDER WITH SHASTA COUNTY AREA 2:
 REMAINDER TUOLUMNE COUNTY: AREA 1: EXCEPT
 EASTERN PART AREA 2: EASTERN PART.....\$ 60.61

39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC
 SUCTION DREDGING) AREA 1: (2) DREDGE DOZER; HEAVY
 DUTY REPAIRMAN AREA DESCRIPTIONS AREA 1:
 ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
 NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN
 JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ,
 SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES
 AREA 2: MODOC COUNTY THE REMAINGING COUNTIES
 ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:
 ALPINE COUNTY: AREA 1: NORTHERNMOST PART AREA
 2: REMAINDER CALAVERAS COUNTY: AREA 1:
 REMAINDER AREA 2: EASTERN PART COLUSA COUNTY:
 AREA 1: EASTERN PART AREA 2: REMAINDER ELDORADO
 COUNTY: AREA 1: NORTH CENTRAL PART AREA 2:
 REMAINDER FRESNO COUNTY: AREA 1: REMAINDER
 AREA 2: EASTERN PART GLENN COUNTY: AREA 1:
 EASTERN PART AREA 2: REMAINDER LASSEN COUNTY:
 AREA 1: WESTERN PART ALONG THE SOUTHERN PORTION OF
 BORDER WITH SHASTA COUNTY AREA 2: REMAINDER
 MADERA COUNTY: AREA 1: EXCEPT EASTERN PART AREA
 2: EASTERN PART MARIPOSA COUNTY AREA 1: EXCEPT
 EASTERN PART AREA 2: EASTERN PART MONTERREY
 COUNTY AREA 1: EXCEPT SOUTHWESTERN PART AREA 2:
 SOUTHWESTERN PART NEVADA COUNTY: AREA 1: ALL
 BUT THE NORTHERN PORTION ALONG THE BORDER OF SIERRA
 COUNTY AREA 2: REMAINDER PLACER COUNTY: AREA 1:
 AL BUT THE CENTRAL PORTION AREA 2: REMAINDER
 PLUMAS COUNTY: AREA 1: WESTERN PORTION AREA 2:
 REMAINDER SHASTA COUNTY: AREA 1: ALL BUT THE
 NORTHEASTERN CORNER AREA 2: REMAINDER SIERRA
 COUNTY: AREA 1: WESTERN PART AREA 2: REMAINDER
 SISKIYOU COUNTY: AREA 1: CENTRAL PART AREA 2:
 REMAINDER SONOMA COUNTY: AREA 1: ALL BUT THE
 NORTHWESTERN CORNER AREA 2: REMAINDER TEHAMA
 COUNTY: AREA 1: ALL BUT THE WESTERN BORDER WITH
 MENDOCINO & TRINITY COUNTIES AREA 2: REMAINDER
 TRINITY COUNTY: AREA 1: EAST CENTRAL PART AND THE

NORTHEASTERN BORDER WITH SHASTA COUNTY AREA 2:
 REMAINDER TUOLUMNE COUNTY: AREA 1: EXCEPT
 EASTERN PART AREA 2: EASTERN PART.....\$ 55.65 39.55

 ENGI0003-019 06/30/2025

	Rates	Fringes
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 3 (AREA 2).....	\$ 49.64	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 3 (AREA 1).....	\$ 47.64	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 2 (AREA 2).....	\$ 54.25	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 2 (AREA 1).....	\$ 52.25	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 1 (AREA 2).....	\$ 57.85	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 1 (AREA 1).....	\$ 55.85	28.56

 IRON0377-001 01/01/2025

	Rates	Fringes
IRONWORKERS: ORNAMENTAL, REINFORCING AND STRUCTURAL (ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES).....	\$ 55.33	35.15
IRONWORKERS: FENCE ERECTOR (ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES).....	\$ 45.78	26.51

 IRON0377-003 01/01/2025

	Rates	Fringes
IRONWORKERS: ORNAMENTAL, REINFORCING AND STRUCTURAL (SAN FRANCISCO CITY AND COUNTY).....	\$ 55.83	35.15
IRONWORKERS: FENCE ERECTOR (SAN FRANCISCO CITY AND COUNTY).....	\$ 45.78	26.51

 IRON0433-005 01/01/2025

	Rates	Fringes
IRONWORKER: ORNAMENTAL, REINFORCING AND STRUCTURAL (REMAINING COUNTIES).....	\$ 50.70	35.15
IRONWORKER: FENCE ERECTOR (REMAINING COUNTIES).....	\$ 45.78	26.51

 LAB00067-006 06/30/2025

	Rates	Fringes
LABORER, ASBESTOS/MOLD/LEAD LABORER: AREA 2.....	\$ 38.15	30.03
LABORER, ASBESTOS/MOLD/LEAD LABORER: AREA 1.....	\$ 39.15	30.03

 LAB00073-002 07/01/2023

	Rates	Fringes
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON II INSTALLATION AND REMOVAL OF TEMPORARY/PERMANENT SIGNS, MARKERS, DELINEATORS AND CRASH CUSHIONS. (CALAVERAS AND SAN JOAQUIN COUNTIES).....	\$ 34.06	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON I LAYOUT OF TRAFFIC CONTROL, CRASH CUSHIONS, CONSTRUCTION AREA AND ROADSIDE SIGNAGE. (CALAVERAS AND SAN JOAQUIN COUNTIES).....	\$ 36.56	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT DRIVER, FLAG PERSON (CALAVERAS AND SAN JOAQUIN COUNTIES).....	\$ 36.26	27.30

 LAB00073-003 07/01/2023

	Rates	Fringes
LABORER: MASON TENDER-BRICK (SAN JOAQUIN COUNTY)....	\$ 36.29	25.55

LAB00073-005 06/26/2023

	Rates	Fringes
TUNNEL AND SHAFT LABORERS: SHOTCRETE SPECIALIST.....	\$ 46.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 5 GROUT CREW; REBOUNDMAN; SWAMPER/ BRAKEMAN.....	\$ 44.42	27.72
TUNNEL AND SHAFT LABORERS: GROUP 4 VIBRATOR OPERATOR, PAVEMENT BREAKER; BULL GANG - MUCKERS, TRACKMEN; CONCRETE CREW - INCLUDES RODDING AND SPREADING, DUMP MEN (ANY METHOD).....	\$ 44.96	27.72
TUNNEL AND SHAFT LABORERS: GROUP 3 BIT GRINDER; BLASTER, DRILLER, POWDERMEN, HEADING; CHERRY PICKERMEN - WHERE CAR IS LIFTED; CONCRETE FINISHER IN TUNNEL; CONCRETE SCREEDMAN; GROUT PUMP MAN AND POTMAN; GUNITE & SHOTCRETE GUNMAN & POTMAN; HEADERMEN; HIGH PRESSURE NOZZLEMAN; MINER - TUNNEL, INCLUDING TOP AND BOTTOM MAN ON SHAFT AND RAISE WORK; NIPPER; NOZZLEMAN ON SLICK LINE; SANDBLASTER - POTMAN, ROBOTIC SHOTCRETE PLACER, SEGMENT ERECTOR, TUNNEL MUCK HAULER, STEEL FORM RAISER AND SETTER; TIMBERMAN, RETIMBERMAN (WOOD OR STEEL OR SUBSTITUTE MATERIALS THEREFORE); TUGGER (FOR TUNNEL LABORER WORK); CABLE TENDER; CHUCK TENDER; POWDERMAN - PRIMER HOUSE.....	\$ 45.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 2 RODMEN; SHAFT WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND LEVEL).....	\$ 45.66	27.72
TUNNEL AND SHAFT LABORERS: GROUP 1 DIAMOND DRILLER; GROUND MEN; GUNITE AND SHOTCRETE NOZZLEMEN.....	\$ 45.89	27.72

LAB00073-007 06/30/2025

	Rates	Fringes
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS (CALAVERAS AND SAN JOAQUIN COUNTIES)- (2) Establishment Warranty Period.....	\$ 31.59	29.89
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS (CALAVERAS AND SAN JOAQUIN COUNTIES)- (1) New Construction.....	\$ 37.90	29.89
LABORER, WRECKING: GROUP 2 Semi-skilled wrecker (salvaging of other building materials) (CALAVERAS AND SAN JOAQUIN COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....	\$ 38.00	29.89
LABORER, WRECKING: GROUP 1 (CALAVERAS AND SAN JOAQUIN COUNTIES).....	\$ 38.15	29.89
LABORER, GUNITE: GROUP 4 GUNITE LABORER (CALAVERAS AND SAN JOAQUIN COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....	\$ 37.90	29.89
LABORER, GUNITE: GROUP 3 REBOUNDMAN (CALAVERAS AND SAN JOAQUIN COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING		

SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....\$ 38.02 29.89

LABORER, GUNITE: GROUP 2 NOZZLEMAN, GUNMAN, POTMAN, GROUNDMAN (CALAVERAS AND SAN JOAQUIN COUNTIES)

FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW..\$ 38.61 29.89

LABORER, GUNITE: GROUP 1 (CALAVERAS AND SAN JOAQUIN COUNTIES).....\$ 39.11 29.89

LABORER, CONSTRUCTION CRAFT LABORERS: GROUP 4 FINAL CLEAN-UP WORK OF DEBRIS, GROUNDS AND BUILDING INCLUDING BUT NOT LIMITED TO: STREET CLEANER; CLEANING AND WASHING WINDOWS; BRICK CLEANER (JOBSITE ONLY); MATERIAL CLEANER (JOBSITE ONLY). THE CLASSIFICATION ""MATERIAL CLEANER"" IS TO BE UTILIZED UNDER THE FOLLOWING CONDITIONS: A: AT DEMOLITION SITE FOR THE SALVAGE OF THE MATERIAL. B: AT THE CONCLUSION OF A JOB WHERE THE MATERIAL IS TO BE SALVAGED AND STOCKED TO BE REUSED ON ANOTHER JOB. C: FOR THE CLEANING OF SALVAGE MATERIAL AT THE JOBSITE OR TEMPORARY JOBSITE YARD. THE MATERIAL CLEANER CLASSIFICATION SHOULD NOT BE USED IN THE PERFORMANCE OF ""FORM STRIPPING, CLEANING AND OILING AND MOVING TO THE NEXT POINT OF ERECTION"". (CALAVERAS AND SAN JOAQUIN COUNTIES)

FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.

SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 31.59 29.89

LABORER, CONSTRUCTION CRAFT LABORERS: GROUP 3 CONSTRUCTION LABORERS, INCLUDING BRIDGE AND GENERAL LABORER; DUMP, LOAD SPOTTER; FLAG PERSON; FIRE WATCHER; FENCE ERECTOR; GUARDRAIL ERECTOR; GARDENER, HORTICULTURAL AND LANDSCAPE LABORER; JETTING; LIMBER, BRUSH LOADER AND PILER; PAVEMENT MARKER (BUTTON SETTER); MAINTENANCE, REPAIR TRACK AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORER; TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR; TOOL ROOM ATTENDANT (JOBSITE ONLY) (CALAVERAS AND SAN JOAQUIN COUNTIES)

FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE

RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.

SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 37.90

29.89

LABORER, CONSTRUCTION CRAFT LABORERS: GROUP 2 ASPHALT SHOVELER; CEMENT DUMPER AND HANDLING DRY CEMENT OR GYPSUM; CHOKE-SETTER AND RIGGER (CLEARING WORK); CONCRETE BUCKET DUMPER AND CHUTE; CONCRETE CHIPPING AND GRINDING; CONCRETE LABORER (WET OR DRY); DRILLER TENDER, CHUCK TENDER, NIPPER; GUINEA CHASER (STAKE), GROUT CREW; HIGH PRESSURE NOZZLE, ADDUCTOR; HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE); LOADING AND UNLOADING, CARRYING AND HAULING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION; PITTSBURGH CHIPPER AND SIMILAR TYPE BRUSH SHREDDERS; SLOPER; SINGLE FOOT, HAND-HELD, PNEUMATIC TAMPER; ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1-F; JACKING OF PIPE - UNDER 12 INCHES (CALAVERAS AND SAN JOAQUIN COUNTIES)

FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.

SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 38.00

29.89

LABORER, CONSTRUCTION CRAFT LABORERS: GROUP 1-E WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS. (A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN DEPTH.) IN THE EVENT THE DEPTH OF THE FOOTING IS UNKNOWN AT THE COMMENCEMENT OF EXCAVATION, AND THE FINAL DEPTH EXCEEDS 15 FEET, THE DEEP FOOTING WAGE RATE WOULD APPLY TO ALL EMPLOYEES FOR EACH AND EVERY DAY WORKED ON OR IN THE EXCAVATION OF THE FOOTING FROM THE DATE OF INCEPTION. (CALAVERAS AND SAN JOAQUIN

COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 38.70

29.89

LABORER, CONSTRUCTION CRAFT LABORERS: GROUP 1-C BURNING AND WELDING IN CONNECTION WITH LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING (CALAVERAS AND SAN JOAQUIN COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 38.20

29.89

LABORER, CONSTRUCTION CRAFT LABORERS: GROUP 1-A JOY DRILL MODEL TWM-2A; GARDNER-DENVER MODEL DH143 AND SIMILAR TYPE DRILLS; TRACK DRILLER; JACK LEG DRILLER; WAGON DRILLER; MECHANICAL DRILLERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER; MECHANICAL PIPE LAYERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER; BLASTER AND POWDER; ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER AND EXPLOSIVES OF WHATEVER TYPE REGARDLESS OF METHOD USED FOR SUCH LOADING AND PLACING; HIGH SCALERS (INCLUDING DRILLING OF SAME); TREE TOPPER; BIT GRINDER (CALAVERAS AND SAN JOAQUIN COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY

WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 38.37

29.89

LABORER, CONSTRUCTION CRAFT LABORERS: GROUP 1- ASPHALT SPREADER BOXES (ALL TYPES); BARKO, WACKER AND SIMILAR TYPE TAMPERS; BUGGYMOBILE; CAULKER, BANDER, PIPEWRAPPER, CONDUIT LAYER, PLASTIC PIPELAYER; CERTIFIED HAZARDOUS WASTE WORKER INCLUDING LEADE ABATEMENT; COMPACTORS OF ALL TYPES; CONCRETE AND MAGNESITE MIXER, 1/2 YD. AND UNDER; CONCRETE PAN WORK; CONCRETE SANDER; CONCRETE SAW; CRIBBER AND/OR SHORING; CUT GRANITE CURB SETTER; DRI-PAK-IT MACHINE; FALLER, LOGLOADER AND BUCKER; FORM RAISER, SLIP FORMS; GREEN CUTTER; HEADERBOARD, HUBSETTER, ALIGNER, BY ANY METHOD; HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER, 100 LBS. PRESSURE/OVER); HYDRO SEEDER AND SIMILAR TYPE; JACKHAMMER OPERATOR; JACKING OF PIPE OVER 12 INCHES; JACKSON AND SIMILAR TYPE COMPACTOR; KETTLE TENDER, POT AND WORKER APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING, DIPPING OR HANDLING OF SUCH MATERIALS); LAGGING, SHEETING, WHALING, BRACING, TRENCHJACKING, LAGGING HAMMER; MAGNESITE, EPOXYRESIN, FIBERGLASS, MASTIC WORKER (WET OR DRY); NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS; PAVEMENT BREAKER AND SPADER, INCLUDING TOOL GRINDER; PERMA CURB; PIPELAYER (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING); PRECAST-MANHOLE SETTER; PRESSURE PIPE TESTER; POST HOLE DIGGER, AIR, GAS AND ELECTRIC; POWER BROOM SWEEPER; POWER TAMPERS OF ALL TYPES (EXCEPT AS SHOWN IN GROUP 2); RAM SET GUN AND STUD GUN; RIPRAP STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF SACKED CONCRETE AND/OR SAND (WET OR DRY) AND GABIONS AND SIMILAR TYPE; ROTARY SCARIFIER OR MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER; ROTO AND DITCH WITCH; ROTOTILLER; SANDBLASTER, POT, GUN, NOZZLE OPERATORS; SIGNALLING AND RIGGING; TANK CLEANER; TREE CLIMBER; TURBO BLASTER; VIBRASCREED, BULL FLOAT IN CONNECTION WITH LABORERS' WORK; VIBRATOR; HAZARDOUS WASTE WORKER (LEAD REMOVAL); ASBESTOS AND MOLD REMOVAL WORKER (CALAVERAS AND SAN JOAQUIN COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER

MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 38.15 29.89

LABORER, CONSTRUCTION CRAFT LABORERS: CONSTRUCTION SPECIALIST GROUP ASPHALT IRONER AND RAKER; CHAINSAW; LASER BEAM IN CONNECTION WITH LABORERS' WORK; CAST-IN- PLACE MANHOLE FORM SETTER; PRESSURE PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS); BLASTER; DIAMOND DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL (CALAVERAS AND SAN JOAQUIN COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 38.85 29.89

LABORER (CONSTRUCTION CRAFT LABORERS) GROUP 1-f CALAVERAS AND SAN JOAQUIN COUNTIES.....\$ 30.37 29.89

LAB00073-009 07/01/2023

Rates Fringes

LABORER, PLASTER TENDER (CALAVERAS AND SAN JOAQUIN COUNTIES) WORK ON A SWING STAGE SCAFFOLD: \$1.00 PER HOUR ADDITIONAL.....\$ 39.77 28.54

LAB00261-003 07/01/2023

Rates Fringes

LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON II INSTALLATION AND REMOVAL OF TEMPORARY/PERMANENT SIGNS, MARKERS, DELINEATORS AND CRASH CUSHIONS. (SAN FRANCISCO AND SAN MATEO COUNTIES).....\$ 35.06 27.30

LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON I LAYOUT OF TRAFFIC CONTROL, CRASH CUSHIONS, CONSTRUCTION AREA AND ROADSIDE SIGNAGE. (SAN FRANCISCO AND SAN MATEO COUNTIES).....\$ 37.56 27.30

LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT DRIVER, FLAG PERSON (SAN FRANCISCO AND SAN MATEO COUNTIES).....\$ 37.26 27.30

LAB00261-005 06/26/2023

	Rates	Fringes
TUNNEL AND SHAFT LABORERS: SHOTCRETE SPECIALIST (SAN FRANCISCO AND SAN MATEO COUNTIES).....	\$ 46.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 5 GROUT CREW; REBOUNDMAN; SWAMPER/ BRAKEMAN (SAN FRANCISCO AND SAN MATEO COUNTIES).....	\$ 44.42	27.72
TUNNEL AND SHAFT LABORERS: GROUP 4 VIBRATOR OPERATOR, PAVEMENT BREAKER; BULL GANG - MUCKERS, TRACKMEN; CONCRETE CREW - INCLUDES RODDING AND SPREADING, DUMP MEN (ANY METHOD) (SAN FRANCISCO AND SAN MATEO COUNTIES).....	\$ 44.96	27.72
TUNNEL AND SHAFT LABORERS: GROUP 3 BIT GRINDER; BLASTER, DRILLER, POWDERMEN, HEADING; CHERRY PICKERMEN - WHERE CAR IS LIFTED; CONCRETE FINISHER IN TUNNEL; CONCRETE SCREEDMAN; GROUT PUMPMAN AND POTMAN; GUNITE & SHOTCRETE GUNMAN & POTMAN; HEADERMAN; HIGH PRESSURE NOZZLEMAN; MINER - TUNNEL, INCLUDING TOP AND BOTTOM MAN ON SHAFT AND RAISE WORK; NIPPER; NOZZLEMAN ON SLICK LINE; SANDBLASTER - POTMAN, ROBOTIC SHOTCRETE PLACER, SEGMENT ERECTOR, TUNNEL MUCK HAULER, STEEL FORM RAISER AND SETTER; TIMBERMAN, RETIMBERMAN (WOOD OR STEEL OR SUBSTITUTE MATERIALS THEREFORE); TUGGER (FOR TUNNEL LABORER WORK); CABLE TENDER; CHUCK TENDER; POWDERMAN - PRIMER HOUSE (SAN FRANCISCO AND SAN MATEO COUNTIES).....	\$ 45.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 2 RODMEN; SHAFT WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND LEVEL) (SAN FRANCISCO AND SAN MATEO COUNTIES).....	\$ 45.66	27.72
TUNNEL AND SHAFT LABORERS: GROUP 1 DIAMOND DRILLER; GROUND MEN; GUNITE AND SHOTCRETE NOZZLEMEN (SAN FRANCISCO AND SAN MATEO COUNTIES).....	\$ 45.89	27.72

LAB00261-009 06/26/2023

	Rates	Fringes
LABORERS:, GUNITE - AREA A:: GROUP 1 (SAN FRANCISCO, AND SAN MATEO COUNTIES).....	\$ 37.46	27.30
LABORERS:, GUNITE - AREA A: GROUP 4 GUNITE LABORER (SAN FRANCISCO, AND SAN MATEO COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW..	\$ 36.25	27.30
LABORERS:, GUNITE - AREA A: GROUP 3 REBOUNDMAN (SAN FRANCISCO, AND SAN MATEO COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....	\$ 36.37	27.30
LABORERS:, GUNITE - AREA A: GROUP 2 NOZZLEMAN, GUNMAN, POTMAN, GROUND MAN (SAN FRANCISCO, AND SAN MATEO COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.	\$ 36.96	27.30
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A: (SAN FRANCISCO, AND SAN MATEO COUNTIES)- (2) Establishment Warranty Period.....	\$ 29.94	27.30

LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE
LABORERS - AREA A: (SAN FRANCISCO, AND SAN MATEO
COUNTIES)- (1) New Construction.....\$ 36.25 27.30
LABORER, WRECKING - AREA A:: GROUP 1 (SAN
FRANCISCO, AND SAN MATEO COUNTIES).....\$ 36.50 27.30
LABORER, WRECKING - AREA A: GROUP 2 Semi-skilled
wrecker (salvaging of other building materials)
(SAN FRANCISCO, AND SAN MATEO COUNTIES) FOOTNOTES:
LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS,
SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER
HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL
NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE
RATE SET FORTH IN GROUP 1-A BELOW.....\$ 36.35 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 4 FINAL CLEAN-UP WORK OF DEBRIS, GROUNDS AND
BUILDING INCLUDING BUT NOT LIMITED TO: STREET
CLEANER; CLEANING AND WASHING WINDOWS; BRICK
CLEANER (JOBSITE ONLY); MATERIAL CLEANER (JOBSITE
ONLY). THE CLASSIFICATION ""MATERIAL CLEANER"" IS TO
BE UTILIZED UNDER THE FOLLOWING CONDITIONS:
A: AT DEMOLITION SITE FOR THE SALVAGE OF THE
MATERIAL. B: AT THE CONCLUSION OF A JOB WHERE
THE MATERIAL IS TO BE SALVAGED AND STOCKED TO BE
REUSED ON ANOTHER JOB. C: FOR THE CLEANING OF
SALVAGE MATERIAL AT THE JOBSITE OR TEMPORARY
JOBSITE YARD. THE MATERIAL CLEANER
CLASSIFICATION SHOULD NOT BE USED IN THE
PERFORMANCE OF ""FORM STRIPPING, CLEANING AND
OILING AND MOVING TO THE NEXT POINT OF ERECTION"".
(SAN FRANCISCO, AND SAN MATEO
COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH
OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS
SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE
WAGE RATE. THIS SHALL NOT APPLY TO WORKERS
ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN
GROUP 1-A BELOW. SEWER CLEANERS SHALL
RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES.
""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR
COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER
SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE,
LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE
SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE
GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK
AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK
COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE
THEIR REGULAR RATE FOR ALL WORK PERFORMED ON
UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED
HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO
APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT
SHALL APPLY TO CUT AND COVER WORK OF SUBWAY
CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN
PLACED.....\$ 29.94 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 3 CONSTRUCTION LABORERS, INCLUDING BRIDGE AND
GENERAL LABORER; DUMP, LOAD SPOTTER; FLAG PERSON;
FIRE WATCHER; FENCE ERECTOR; GUARDRAIL ERECTOR;
GARDENER, HORTICULTURAL AND LANDSCAPE LABORER;
JETTING; LIMBER, BRUSH LOADER AND PILER; PAVEMENT
MARKER (BUTTON SETTER); MAINTENANCE, REPAIR TRACK
AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION
TRACK LABORER; TEMPORARY AIR AND WATER LINES,
VICTAULIC OR SIMILAR; TOOL ROOM ATTENDANT (JOBSITE
ONLY) (SAN FRANCISCO, AND SAN MATEO COUNTIES)
FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM
BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL

RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.

SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 36.25

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 2 ASPHALT SHOVELER; CEMENT DUMPER AND HANDLING DRY CEMENT OR GYPSUM; CHOKE-SETTER AND RIGGER (CLEARING WORK); CONCRETE BUCKET DUMPER AND CHUTE; CONCRETE CHIPPING AND GRINDING; CONCRETE LABORER (WET OR DRY); DRILLER TENDER, CHUCK TENDER, NIPPER; GUINEA CHASER (STAKE), GROUT CREW; HIGH PRESSURE NOZZLE, ADDUCTOR; HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE); LOADING AND UNLOADING, CARRYING AND HAULING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION; PITTSBURGH CHIPPER AND SIMILAR TYPE BRUSH SHREDDERS; SLOPER; SINGLE FOOT, HAND-HELD, PNEUMATIC TAMPER; ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1-F; JACKING OF PIPE - UNDER 12 INCHES (SAN FRANCISCO, AND SAN MATEO COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.

SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 36.35

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 1-E WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS. (A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN DEPTH.) IN THE EVENT THE DEPTH OF THE FOOTING IS UNKNOWN AT THE COMMENCEMENT OF EXCAVATION, AND THE FINAL DEPTH EXCEEDS 15 FEET, THE DEEP FOOTING WAGE RATE WOULD APPLY TO ALL EMPLOYEES FOR EACH AND EVERY DAY WORKED ON OR IN THE EXCAVATION OF THE

FOOTING FROM THE DATE OF INCEPTION. (SAN FRANCISCO, AND SAN MATEO COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 37.05

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 1-C BURNING AND WELDING IN CONNECTION WITH LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING (SAN FRANCISCO, AND SAN MATEO COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 36.55

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 1-A JOY DRILL MODEL TWM-2A; GARDNER-DENVER MODEL DH143 AND SIMILAR TYPE DRILLS; TRACK DRILLER; JACK LEG DRILLER; WAGON DRILLER; MECHANICAL DRILLERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER; MECHANICAL PIPE LAYERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER; BLASTER AND POWDER; ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER AND EXPLOSIVES OF WHATEVER TYPE REGARDLESS OF METHOD USED FOR SUCH LOADING AND PLACING; HIGH SCALERS (INCLUDING DRILLING OF SAME); TREE TOPPER; BIT GRINDER (SAN FRANCISCO, AND SAN MATEO COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH

IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 36.72

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 1- ASPHALT SPREADER BOXES (ALL TYPES); BARKO, WACKER AND SIMILAR TYPE TAMPERS; BUGGYMOBILE; CAULKER, BANDER, PIPEWRAPPER, CONDUIT LAYER, PLASTIC PIPELAYER; CERTIFIED HAZARDOUS WASTE WORKER INCLUDING LEADE ABATEMENT; COMPACTORS OF ALL TYPES; CONCRETE AND MAGNESITE MIXER, 1/2 YD. AND UNDER; CONCRETE PAN WORK; CONCRETE SANDER; CONCRETE SAW; CRIBBER AND/OR SHORING; CUT GRANITE CURB SETTER; DRI-PAK-IT MACHINE; FALLER, LOGLOADER AND BUCKER; FORM RAISER, SLIP FORMS; GREEN CUTTER; HEADERBOARD, HUBSETTER, ALIGNER, BY ANY METHOD; HIGH PRESSURE BLOW PIPE (1-1/2"" OR OVER, 100 LBS. PRESSURE/OVER); HYDRO SEEDER AND SIMILAR TYPE; JACKHAMMER OPERATOR; JACKING OF PIPE OVER 12 INCHES; JACKSON AND SIMILAR TYPE COMPACTOR; KETTLE TENDER, POT AND WORKER APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING, DIPPING OR HANDLING OF SUCH MATERIALS); LAGGING, SHEETING, WHALING, BRACING, TRENCHJACKING, LAGGING HAMMER; MAGNESITE, EPOXYRESIN, FIBERGLASS, MASTIC WORKER (WET OR DRY); NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS; PAVEMENT BREAKER AND SPADER, INCLUDING TOOL GRINDER; PERMA CURB; PIPELAYER (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING); PRECAST-MANHOLE SETTER; PRESSURE PIPE TESTER; POST HOLE DIGGER, AIR, GAS AND ELECTRIC; POWER BROOM SWEEPER; POWER TAMPERS OF ALL TYPES (EXCEPT AS SHOWN IN GROUP 2); RAM SET GUN AND STUD GUN; RIPRAP STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF SACKED CONCRETE AND/OR SAND (WET OR DRY) AND GABIONS AND SIMILAR TYPE; ROTARY SCARIFIER OR MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER; ROTO AND DITCH WITCH; ROTOTILLER; SANDBLASTER, POT, GUN, NOZZLE OPERATORS; SIGNALLING AND RIGGING; TANK CLEANER; TREE CLIMBER; TURBO BLASTER; VIBRASCREED, BULL FLOAT IN CONNECTION WITH LABORERS' WORK; VIBRATOR; HAZARDOUS WASTE WORKER (LEAD REMOVAL); ASBESTOS AND MOLD REMOVAL WORKER SAN FRANCISCO, AND SAN MATEO COUNTIES FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.

SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER

SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHALL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.

.....\$ 36.50 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: CONSTRUCTION SPECIALIST GROUP ASPHALT IRONER AND RAKER; CHAINSAW; LASER BEAM IN CONNECTION WITH LABORERS' WORK; CAST-IN- PLACE MANHOLE FORM SETTER; PRESSURE PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS); BLASTER; DIAMOND DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL (SAN FRANCISCO, AND SAN MATEO COUNTIES)

FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.

SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.

.....\$ 37.20 27.30

LAB00261-011 07/01/2023

Rates Fringes

MASON TENDER, BRICK SAN FRANCISCO AND SAN MATEO COUNTIES FOOTNOTES: UNDERGROUND WORK SUCH AS SEWERS, MANHOLES, CATCH BASINS, SEWER PIPES, TELEPHONE CONDUITS, TUNNELS AND CUT TRENCHES: \$5.00 PER DAY ADDITIONAL. WORK IN LIVE SEWAGE: \$2.50 PER DAY ADDITIONAL.....\$ 37.05

27.45

LAB00261-014 07/01/2023

Rates Fringes

PLASTER TENDER (SAN FRANCISCO AND SAN MATEO COUNTIES) WORK ON A SWING STAGE SCAFFOLD: \$1.00 PER HOUR ADDITIONAL.....\$ 41.93

30.32

LAB00270-003 07/01/2023

Rates Fringes

LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON II (Area B).....\$ 34.06

27.30

LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON II (Area A).....	\$ 35.06	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON I (Area B).....	\$ 36.56	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON I (Area A).....	\$ 37.56	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT DRIVER, FLAG PERSON (Area B).....	\$ 36.26	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT DRIVER, FLAG PERSON (Area A).....	\$ 37.26	27.30

LAB00270-004 06/26/2023

	Rates	Fringes
TUNNEL AND SHAFT LABORERS: SHOTCRETE SPECIALIST (MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES).....	\$ 46.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 5 GROUT CREW; REBOUNDMAN; SWAMPER/ BRAKEMAN (MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES).....	\$ 44.42	27.72
TUNNEL AND SHAFT LABORERS: GROUP 4 VIBRATOR OPERATOR, PAVEMENT BREAKER; BULL GANG - MUCKERS, TRACKMEN; CONCRETE CREW - INCLUDES RODDING AND SPREADING, DUMPMEN (ANY METHOD) (MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES).....	\$ 44.96	27.72
TUNNEL AND SHAFT LABORERS: GROUP 3 BIT GRINDER; BLASTER, DRILLER, POWDERMEN, HEADING; CHERRY PICKERMEN - WHERE CAR IS LIFTED; CONCRETE FINISHER IN TUNNEL; CONCRETE SCREEDMAN; GROUT PUMPMAN AND POTMAN; GUNITE & SHOTCRETE GUNMAN & POTMAN; HEADERMEN; HIGH PRESSURE NOZZLEMAN; MINER - TUNNEL, INCLUDING TOP AND BOTTOM MAN ON SHAFT AND RAISE WORK; NIPPER; NOZZLEMAN ON SLICK LINE; SANDBLASTER - POTMAN, ROBOTIC SHOTCRETE PLACER, SEGMENT ERECTOR, TUNNEL MUCK HAULER, STEEL FORM RAISER AND SETTER; TIMBERMAN, RETIMBERMAN (WOOD OR STEEL OR SUBSTITUTE MATERIALS THEREFORE); TUGGER (FOR TUNNEL LABORER WORK); CABLE TENDER; CHUCK TENDER; POWDERMAN - PRIMER HOUSE (MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES).....	\$ 45.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 2 RODMEN; SHAFT WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND LEVEL) (MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES).....	\$ 45.66	27.72
TUNNEL AND SHAFT LABORERS: GROUP 1: DIAMOND DRILLER; GROUND MEN; GUNITE AND SHOTCRETE NOZZLEMEN (MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES).....	\$ 45.89	27.72

LAB00270-005 07/01/2023

	Rates	Fringes
LABORER: MASON TENDER-BRICK (MONTEREY AND SAN BENITO COUNTIES).....	\$ 36.29	25.55

LAB00270-007 06/26/2023

	Rates	Fringes
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B (MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES)- (2) Establishment Warranty Period...	\$ 28.94	27.30
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B (MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES)- (1) New Construction.....	\$ 35.25	27.30
LABORER, WRECKING - AREA B: GROUP 2 Semi-skilled		

wrecker (salvaging of other building materials)
(MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES)
FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM
BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL
RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE
RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW..\$ 35.35 27.30
LABORER, WRECKING - AREA B: GROUP 1 (MONTEREY, SAN
BENITO AND SANTA CRUZ COUNTIES).....\$ 35.50 27.30
LABORER, GUNITE - AREA B: GROUP 4 GUNITE LABORER
(MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES)
FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM
BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL
RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE
RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW..\$ 35.25 27.30
LABORER, GUNITE - AREA B: GROUP 3REBOUNDMAN
(MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES)
FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM
BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL
RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE
RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW..\$ 35.37 27.30
LABORER, GUNITE - AREA B: GROUP 2 NOZZLEMAN,
GUNMAN, POTMAN, GROUNDMAN (MONTEREY, SAN BENITO AND
SANTA CRUZ COUNTIES) FOOTNOTES: LABORERS WORKING
OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE
THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW.....\$ 35.96 27.30
LABORER, GUNITE - AREA B: GROUP 1 (MONTEREY, SAN
BENITO AND SANTA CRUZ COUNTIES).....\$ 36.46 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 4 (MONTEREY, SAN BENITO AND SANTA CRUZ
COUNTIES) FINAL CLEAN-UP WORK OF DEBRIS, GROUNDS
AND BUILDING INCLUDING BUT NOT LIMITED TO: STREET
CLEANER; CLEANING AND WASHING WINDOWS; BRICK
CLEANER (JOBSITE ONLY); MATERIAL CLEANER (JOBSITE
ONLY). THE CLASSIFICATION ""MATERIAL CLEANER"" IS TO
BE UTILIZED UNDER THE FOLLOWING CONDITIONS:
A: AT DEMOLITION SITE FOR THE SALVAGE OF THE
MATERIAL. B: AT THE CONCLUSION OF A JOB WHERE
THE MATERIAL IS TO BE SALVAGED AND STOCKED TO BE
REUSED ON ANOTHER JOB. C: FOR THE CLEANING OF
SALVAGE MATERIAL AT THE JOBSITE OR TEMPORARY
JOBSITE YARD. THE MATERIAL CLEANER
CLASSIFICATION SHOULD NOT BE USED IN THE
PERFORMANCE OF ""FORM STRIPPING, CLEANING AND
OILING AND MOVING TO THE NEXT POINT OF ERECTION"".
(MONTEREY, SAN BENITO AND SANTA CRUZ
COUNTIES) FOOTNOTES: LABORERS WORKING OFF
OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS,
BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE
APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE
\$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED

HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 28.94

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 3 CONSTRUCTION LABORERS, INCLUDING BRIDGE AND GENERAL LABORER; DUMP, LOAD SPOTTER; FLAG PERSON; FIRE WATCHER; FENCE ERECTOR; GUARDRAIL ERECTOR; GARDENER, HORTICULTURAL AND LANDSCAPE LABORER; JETTING; LIMBER, BRUSH LOADER AND PILER; PAVEMENT MARKER (BUTTON SETTER); MAINTENANCE, REPAIR TRACK AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORER; TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR; TOOL ROOM ATTENDANT (JOBSITE ONLY) (MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED

HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 35.25

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 2 ASPHALT SHOVELER; CEMENT DUMPER AND HANDLING DRY CEMENT OR GYPSUM; CHOKE-SETTER AND RIGGER (CLEARING WORK); CONCRETE BUCKET DUMPER AND CHUTE; CONCRETE CHIPPING AND GRINDING; CONCRETE LABORER (WET OR DRY); DRILLER TENDER, CHUCK TENDER, NIPPER; GUINEA CHASER (STAKE), GROUT CREW; HIGH PRESSURE NOZZLE, ADDUCTOR; HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE); LOADING AND UNLOADING, CARRYING AND HAULING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION; PITTSBURGH CHIPPER AND SIMILAR TYPE BRUSH SHREDDERS; SLOPER; SINGLE FOOT, HAND-HELD, PNEUMATIC TAMPER; ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1-F; JACKING OF PIPE - UNDER 12 INCHES (MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE

DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 35.35

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 1-F WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE (MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 36.08

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 1-E WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS. (A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN DEPTH.) IN THE EVENT THE DEPTH OF THE FOOTING IS UNKNOWN AT THE COMMENCEMENT OF EXCAVATION, AND THE FINAL DEPTH EXCEEDS 15 FEET, THE DEEP FOOTING WAGE RATE WOULD APPLY TO ALL EMPLOYEES FOR EACH AND EVERY DAY WORKED ON OR IN THE EXCAVATION OF THE FOOTING FROM THE DATE OF INCEPTION. (MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER

WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 36.05 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 1-C BURNING AND WELDING IN CONNECTION WITH LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING (MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 35.55 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 1-A JOY DRILL MODEL TWM-2A; GARDNER-DENVER MODEL DH143 AND SIMILAR TYPE DRILLS; TRACK DRILLER; JACK LEG DRILLER; WAGON DRILLER; MECHANICAL DRILLERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER; MECHANICAL PIPE LAYERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER; BLASTER AND POWDER; ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER AND EXPLOSIVES OF WHATEVER TYPE REGARDLESS OF METHOD USED FOR SUCH LOADING AND PLACING; HIGH SCALERS (INCLUDING DRILLING OF SAME); TREE TOPPER; BIT GRINDER (MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 35.72 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 1- LABORER CLASSIFICATIONS CONSTRUCTION SPECIALIST GROUP: ASPHALT IRONER AND RAKER; CHAINSAW; LASER BEAM IN CONNECTION WITH LABORERS' WORK; CAST-IN- PLACE MANHOLE FORM SETTER; PRESSURE

PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS); BLASTER; DIAMOND DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL. GROUP 1: ASPHALT SPREADER BOXES (ALL TYPES); BARKO, WACKER AND SIMILAR TYPE TAMPERS; BUGGYMOBILE; CAULKER, BANDER, PIPEWRAPPER, CONDUIT LAYER, PLASTIC PIPELAYER; CERTIFIED HAZARDOUS WASTE WORKER INCLUDING LEADE ABATEMENT; COMPACTORS OF ALL TYPES; CONCRETE AND MAGNESITE MIXER, 1/2 YD. AND UNDER; CONCRETE PAN WORK; CONCRETE SANDER; CONCRETE SAW; CRIBBER AND/OR SHORING; CUT GRANITE CURB SETTER; DRI-PAK-IT MACHINE; FALLER, LOGLOADER AND BUCKER; FORM RAISER, SLIP FORMS; GREEN CUTTER; HEADERBOARD, HUBSETTER, ALIGNER, BY ANY METHOD; HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER, 100 LBS. PRESSURE/OVER); HYDRO SEEDER AND SIMILAR TYPE; JACKHAMMER OPERATOR; JACKING OF PIPE OVER 12 INCHES; JACKSON AND SIMILAR TYPE COMPACTOR; KETTLE TENDER, POT AND WORKER APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING, DIPPING OR HANDLING OF SUCH MATERIALS); LAGGING, SHEETING, WHALING, BRACING, TRENCHJACKING, LAGGING HAMMER; MAGNESITE, EPOXYRESIN, FIBERGLASS, MASTIC WORKER (WET OR DRY); NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS; PAVEMENT BREAKER AND SPADER, INCLUDING TOOL GRINDER; PERMA CURB; PIPELAYER (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING); PRECAST-MANHOLE SETTER; PRESSURE PIPE TESTER; POST HOLE DIGGER, AIR, GAS AND ELECTRIC; POWER BROOM SWEEPER; POWER TAMPERS OF ALL TYPES (EXCEPT AS SHOWN IN GROUP 2); RAM SET GUN AND STUD GUN; RIPRAP STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF SACKED CONCRETE AND/OR SAND (WET OR DRY) AND GABIONS AND SIMILAR TYPE; ROTARY SCARIFIER OR MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER; ROTO AND DITCH WITCH; ROTOTILLER; SANDBLASTER, POT, GUN, NOZZLE OPERATORS; SIGNALLING AND RIGGING; TANK CLEANER; TREE CLIMBER; TURBO BLASTER; VIBRASCREED, BULL FLOAT IN CONNECTION WITH LABORERS' WORK; VIBRATOR; HAZARDOUS WASTE WORKER (LEAD REMOVAL); ASBESTOS AND MOLD REMOVAL WORKER (MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.

.....\$ 35.50

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:

CONSTRUCTION SPECIALIST GROUP ASPHALT IRONER AND RAKER; CHAINSAW; LASER BEAM IN CONNECTION WITH LABORERS' WORK; CAST-IN- PLACE MANHOLE FORM SETTER; PRESSURE PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS); BLASTER; DIAMOND DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.

SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 36.20

27.30

LABO0270-010 06/26/2023

Rates

Fringes

LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A: (SANTA CLARA COUNTY)- (2) Establishment Warranty Period.....\$ 29.94
 LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A: (SANTA CLARA COUNTY)- (1) New Construction.....\$ 36.25
 LABORER, WRECKING - AREA A:: GROUP 2 Semi-skilled wrecker (salvaging of other building materials) (SANTA CLARA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....\$ 36.35
 LABORER, WRECKING - AREA A:: GROUP 1 (SANTA CLARA COUNTY).....\$ 36.50
 LABORER, GUNITE - AREA A:: GROUP 1 (SANTA CLARA COUNTY).....\$ 37.46
 LABORER, GUNITE - AREA A: GROUP 4 GUNITE LABORER (SANTA CLARA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....\$ 36.25
 LABORER, GUNITE - AREA A: GROUP 3 REBOUNDMAN (SANTA CLARA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....\$ 36.37
 LABORER, GUNITE - AREA A: GROUP 2 NOZZLEMAN,

27.30
27.30
27.30
27.30
27.30
27.30
27.30

GUNMAN, POTMAN, GROUNDMAN (SANTA CLARA COUNTY)

FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM

BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL

RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE

RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO

RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW..\$ 36.96

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A::

GROUP 1 (SANTA CLARA COUNTY).....\$ 36.50

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:

GROUP 4 FINAL CLEAN-UP WORK OF DEBRIS, GROUNDS AND

BUILDING INCLUDING BUT NOT LIMITED TO: STREET

CLEANER; CLEANING AND WASHING WINDOWS; BRICK

CLEANER (JOBSITE ONLY); MATERIAL CLEANER (JOBSITE

ONLY). THE CLASSIFICATION ""MATERIAL CLEANER"" IS TO

BE UTILIZED UNDER THE FOLLOWING CONDITIONS:

A: AT DEMOLITION SITE FOR THE SALVAGE OF THE

MATERIAL. B: AT THE CONCLUSION OF A JOB WHERE

THE MATERIAL IS TO BE SALVAGED AND STOCKED TO BE

REUSED ON ANOTHER JOB. C: FOR THE CLEANING OF

SALVAGE MATERIAL AT THE JOBSITE OR TEMPORARY

JOBSITE YARD. THE MATERIAL CLEANER

CLASSIFICATION SHOULD NOT BE USED IN THE

PERFORMANCE OF ""FORM STRIPPING, CLEANING AND

OILING AND MOVING TO THE NEXT POINT OF ERECTION"".

(SANTA CLARA COUNTY) FOOTNOTES:

LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS,

SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER

HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL

NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE

RATE SET FORTH IN GROUP 1-A BELOW. SEWER

CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1

WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO

HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN

SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE

RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL

RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00

PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE

AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES

PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25

PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK

PERFORMED ON UNDERGROUND STRUCTURES NOT

SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL

NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND

LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER

WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY

COVER HAS BEEN PLACED.....\$ 29.94

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:

GROUP 3 CONSTRUCTION LABORERS, INCLUDING BRIDGE AND

GENERAL LABORER; DUMP, LOAD SPOTTER; FLAG PERSON;

FIRE WATCHER; FENCE ERECTOR; GUARDRAIL ERECTOR;

GARDENER, HORTICULTURAL AND LANDSCAPE LABORER;

JETTING; LIMBER, BRUSH LOADER AND PILER; PAVEMENT

MARKER (BUTTON SETTER); MAINTENANCE, REPAIR TRACK

AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION

TRACK LABORER; TEMPORARY AIR AND WATER LINES,

VICTAULIC OR SIMILAR; TOOL ROOM ATTENDANT (JOBSITE

ONLY) (SANTA CLARA COUNTY) FOOTNOTES: LABORERS

WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING

SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE

THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO

WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH

IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE

\$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER

CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN

CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.

THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 36.25

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 2 ASPHALT SHOVELER; CEMENT DUMPER AND HANDLING DRY CEMENT OR GYPSUM; CHOKE-SETTER AND RIGGER (CLEARING WORK); CONCRETE BUCKET DUMPER AND CHUTE; CONCRETE CHIPPING AND GRINDING; CONCRETE LABORER (WET OR DRY); DRILLER TENDER, CHUCK TENDER, NIPPER; GUINEA CHASER (STAKE), GROUT CREW; HIGH PRESSURE NOZZLE, ADDUCTOR; HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE); LOADING AND UNLOADING, CARRYING AND HAULING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION; PITTSBURGH CHIPPER AND SIMILAR TYPE BRUSH SHREDDERS; SLOPER; SINGLE FOOT, HAND-HELD, PNEUMATIC TAMPER; ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1-F; JACKING OF PIPE - UNDER 12 INCHES (SANTA CLARA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.

THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 36.35

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 1-F WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE (SANTA CLARA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.

SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL

RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 37.08 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 1-E WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS. (A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN DEPTH.) IN THE EVENT THE DEPTH OF THE FOOTING IS UNKNOWN AT THE COMMENCEMENT OF EXCAVATION, AND THE FINAL DEPTH EXCEEDS 15 FEET, THE DEEP FOOTING WAGE RATE WOULD APPLY TO ALL EMPLOYEES FOR EACH AND EVERY DAY WORKED ON OR IN THE EXCAVATION OF THE FOOTING FROM THE DATE OF INCEPTION. (SANTA CLARA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 37.05 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 1-C BURNING AND WELDING IN CONNECTION WITH LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING (SANTA CLARA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 36.55 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 1-A JOY DRILL MODEL TWM-2A; GARDNER-DENVER

MODEL DH143 AND SIMILAR TYPE DRILLS; TRACK DRILLER; JACK LEG DRILLER; WAGON DRILLER; MECHANICAL DRILLERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER; MECHANICAL PIPE LAYERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER; BLASTER AND POWDER; ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER AND EXPLOSIVES OF WHATEVER TYPE REGARDLESS OF METHOD USED FOR SUCH LOADING AND PLACING; HIGH SCALERS (INCLUDING DRILLING OF SAME); TREE TOPPER; BIT GRINDER (SANTA CLARA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 36.72

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: CONSTRUCTION SPECIALIST GROUP ASPHALT IRONER AND RAKER; CHAINSAW; LASER BEAM IN CONNECTION WITH LABORERS' WORK; CAST-IN- PLACE MANHOLE FORM SETTER; PRESSURE PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS); BLASTER; DIAMOND DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL (SANTA CLARA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED.....\$ 37.20

27.30

LAB00270-011 07/01/2023

Rates

Fringes

LABORER, PLASTER TENDER (MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES) WORK ON A SWING STAGE SCAFFOLD: \$1.00 PER HOUR ADDITIONAL.....\$ 40.68

29.68

LAB00294-001 07/01/2023

	Rates	Fringes
LABORER, BRICK: MASON TENDER-BRICK (FRESNO, KINGS AND MADERA COUNTIES).....	\$ 36.29	25.55

 LABO0294-002 07/01/2023

	Rates	Fringes
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON II INSTALLATION AND REMOVAL OF TEMPORARY/PERMANENT SIGNS, MARKERS, DELINEATORS AND CRASH CUSHIONS. (FRESNO, KINGS, AND MADERA COUNTIES).....	\$ 34.06	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON I LAYOUT OF TRAFFIC CONTROL, CRASH CUSHIONS, CONSTRUCTION AREA AND ROADSIDE SIGNAGE. (FRESNO, KINGS, AND MADERA COUNTIES).....	\$ 36.56	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT DRIVER, FLAG PERSON (FRESNO, KINGS, AND MADERA COUNTIES).....	\$ 36.26	27.30

 LABO0294-005 06/26/2023

	Rates	Fringes
TUNNEL AND SHAFT LABORERS:, GROUP 3 BIT GRINDER; BLASTER, DRILLER, POWDERMEN, HEADING; CHERRY PICKERMEN - WHERE CAR IS LIFTED; CONCRETE FINISHER IN TUNNEL; CONCRETE SCREEDMAN; GROUT PUMPMAN AND POTMAN; GUNITE & SHOTCRETE GUNMAN & POTMAN; HEADERMAN; HIGH PRESSURE NOZZLEMAN; MINER - TUNNEL, INCLUDING TOP AND BOTTOM MAN ON SHAFT AND RAISE WORK; NIPPER; NOZZLEMAN ON SLICK LINE; SANDBLASTER - POTMAN, ROBOTIC SHOTCRETE PLACER, SEGMENT ERECTOR, TUNNEL MUCK HAULER, STEEL FORM RAISER AND SETTER; TIMBERMAN, RETIMBERMAN (WOOD OR STEEL OR SUBSTITUTE MATERIALS THEREFORE); TUGGER (FOR TUNNEL LABORER WORK); CABLE TENDER; CHUCK TENDER; POWDERMAN - PRIMER HOUSE (FRESNO, KINGS, AND MADERA COUNTIES).....	\$ 45.41	27.72
TUNNEL AND SHAFT LABORERS:, GROUP 2 RODMEN; SHAFT WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND LEVEL) (FRESNO, KINGS, AND MADERA COUNTIES).....	\$ 45.66	27.72
TUNNEL AND SHAFT LABORERS: SHOTCRETE SPECIALIST (FRESNO, KINGS, AND MADERA COUNTIES).....	\$ 46.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 5 GROUT CREW; REBOUNDMAN; SWAMPER/ BRAKEMAN (FRESNO, KINGS, AND MADERA COUNTIES).....	\$ 44.42	27.72
TUNNEL AND SHAFT LABORERS: GROUP 4 VIBRATOR OPERATOR, PAVEMENT BREAKER; BULL GANG - MUCKERS, TRACKMEN; CONCRETE CREW - INCLUDES RODDING AND SPREADING, DUMPEN (ANY METHOD) (FRESNO, KINGS, AND MADERA COUNTIES).....	\$ 44.96	27.72
TUNNEL AND SHAFT LABORERS: GROUP 1 DIAMOND DRILLER; GROUND MEN; GUNITE AND SHOTCRETE NOZZLEMEN (FRESNO, KINGS, AND MADERA COUNTIES).....	\$ 45.89	27.72

 LABO0294-008 06/26/2023

	Rates	Fringes
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B: (FRESNO, KINGS, AND MADERA COUNTIES)- (2) Establishment Warranty Period.....	\$ 28.94	27.30
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B: (FRESNO, KINGS, AND MADERA COUNTIES)- (1) New Construction.....	\$ 35.25	27.30

KINGS, AND MADERA COUNTIES).....	\$ 35.50	27.30
LABORER, WRECKING - AREA B: GROUP 2 Semi-skilled wrecker (salvaging of other building materials) (FRESNO, KINGS, AND MADERA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.		
	\$ 35.35	27.30
LABORER, GUNITE - AREA B:: GROUP 1 (FRESNO, KINGS, AND MADERA COUNTIES).....		
	\$ 36.46	27.30
LABORER, GUNITE - AREA B: GROUP 4 GUNITE LABORER (FRESNO, KINGS, AND MADERA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW..		
	\$ 35.25	27.30
LABORER, GUNITE - AREA B: GROUP 3 REBOUNDMAN (FRESNO, KINGS, AND MADERA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....		
	\$ 35.37	27.30
LABORER, GUNITE - AREA B: GROUP 2 NOZZLEMAN, GUNMAN, POTMAN, GROUNDMAN (FRESNO, KINGS, AND MADERA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....		
	\$ 35.96	27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 4 FINAL CLEAN-UP WORK OF DEBRIS, GROUNDS AND BUILDING INCLUDING BUT NOT LIMITED TO: STREET CLEANER; CLEANING AND WASHING WINDOWS; BRICK CLEANER (JOBSITE ONLY); MATERIAL CLEANER (JOBSITE ONLY). THE CLASSIFICATION ""MATERIAL CLEANER"" IS TO BE UTILIZED UNDER THE FOLLOWING CONDITIONS: A: AT DEMOLITION SITE FOR THE SALVAGE OF THE MATERIAL. B: AT THE CONCLUSION OF A JOB WHERE THE MATERIAL IS TO BE SALVAGED AND STOCKED TO BE REUSED ON ANOTHER JOB. C: FOR THE CLEANING OF SALVAGE MATERIAL AT THE JOBSITE OR TEMPORARY JOBSITE YARD. THE MATERIAL CLEANER CLASSIFICATION SHOULD NOT BE USED IN THE PERFORMANCE OF ""FORM STRIPPING, CLEANING AND OILING AND MOVING TO THE NEXT POINT OF ERECTION"".		
(FRESNO, KINGS, AND MADERA COUNTIES)		
FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.		
SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR		

ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED. GUNITE LABORER

CLASSIFICATIONS.....\$ 28.94 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 3 CONSTRUCTION LABORERS, INCLUDING BRIDGE AND GENERAL LABORER; DUMP, LOAD SPOTTER; FLAG PERSON; FIRE WATCHER; FENCE ERECTOR; GUARDRAIL ERECTOR; GARDENER, HORTICULTURAL AND LANDSCAPE LABORER; JETTING; LIMBER, BRUSH LOADER AND PILER; PAVEMENT MARKER (BUTTON SETTER); MAINTENANCE, REPAIR TRACK AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORER; TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR; TOOL ROOM ATTENDANT (JOBSITE ONLY) (FRESNO, KINGS, AND MADERA COUNTIES)

FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.

SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 35.25

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 2 ASPHALT SHOVELER; CEMENT DUMPER AND HANDLING DRY CEMENT OR GYPSUM; CHOKE-SETTER AND RIGGER (CLEARING WORK); CONCRETE BUCKET DUMPER AND CHUTE; CONCRETE CHIPPING AND GRINDING; CONCRETE LABORER (WET OR DRY); DRILLER TENDER, CHUCK TENDER, NIPPER; GUINEA CHASER (STAKE), GROUT CREW; HIGH PRESSURE NOZZLE, ADDUCTOR; HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE); LOADING AND UNLOADING, CARRYING AND HAULING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION; PITTSBURGH CHIPPER AND SIMILAR TYPE BRUSH SHREDDERS; SLOPER; SINGLE FOOT, HAND-HELD, PNEUMATIC TAMPER; ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1-F; JACKING OF PIPE - UNDER 12 INCHES (FRESNO, KINGS, AND MADERA COUNTIES)

FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.

SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND

ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 35.35

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 1-F WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE (FRESNO, KINGS, AND MADERA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 36.08

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 1-E WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS. (A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN DEPTH.) IN THE EVENT THE DEPTH OF THE FOOTING IS UNKNOWN AT THE COMMENCEMENT OF EXCAVATION, AND THE FINAL DEPTH EXCEEDS 15 FEET, THE DEEP FOOTING WAGE RATE WOULD APPLY TO ALL EMPLOYEES FOR EACH AND EVERY DAY WORKED ON OR IN THE EXCAVATION OF THE FOOTING FROM THE DATE OF INCEPTION. (FRESNO, KINGS, AND MADERA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT

SHALL APPLY TO CUT AND COVER WORK OF SUBWAY
 CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN
 PLACED.....\$ 36.05 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
 GROUP 1-C BURNING AND WELDING IN CONNECTION WITH
 LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND
 SIMILAR TYPE WELDING (FRESNO, KINGS, AND MADERA
 COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH
 OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS
 SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE
 WAGE RATE. THIS SHALL NOT APPLY TO WORKERS
 ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN
 GROUP 1-A BELOW. SEWER CLEANERS SHALL

RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES.
 ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR
 COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER
 SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE,
 LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE
 SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE
 GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK
 AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK
 COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE
 THEIR REGULAR RATE FOR ALL WORK PERFORMED ON
 UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED
 HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO
 APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT
 SHALL APPLY TO CUT AND COVER WORK OF SUBWAY
 CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN
 PLACED.....\$ 35.55 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
 GROUP 1-A JOY DRILL MODEL TWM-2A; GARDNER-DENVER
 MODEL DH143 AND SIMILAR TYPE DRILLS; TRACK DRILLER;
 JACK LEG DRILLER; WAGON DRILLER; MECHANICAL
 DRILLERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF
 POWER; MECHANICAL PIPE LAYERS, ALL TYPES REGARDLESS
 OF TYPE OR METHOD OF POWER; BLASTER AND POWDER; ALL
 WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER
 AND EXPLOSIVES OF WHATEVER TYPE REGARDLESS OF
 METHOD USED FOR SUCH LOADING AND PLACING; HIGH
 SCALERS (INCLUDING DRILLING OF SAME); TREE TOPPER;
 BIT GRINDER (FRESNO, KINGS, AND MADERA COUNTIES)
 FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM
 BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL
 RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE
 RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
 RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.

SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY
 ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS
 ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW
 SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK
 INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND
 ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE
 \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
 MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL
 EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
 RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR
 ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
 SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
 NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
 LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
 WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
 COVER HAS BEEN PLACED.\$ 35.72 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
 GROUP 1- ASPHALT SPREADER BOXES (ALL TYPES); BARKO,
 WACKER AND SIMILAR TYPE TAMPERS; BUGGYMOBILE;

CAULKER, BANDER, PIPEWRAPPER, CONDUIT LAYER, PLASTIC PIPELAYER; CERTIFIED HAZARDOUS WASTE WORKER INCLUDING LEADE ABATEMENT; COMPACTORS OF ALL TYPES; CONCRETE AND MAGNESITE MIXER, 1/2 YD. AND UNDER; CONCRETE PAN WORK; CONCRETE SANDER; CONCRETE SAW; CRIBBER AND/OR SHORING; CUT GRANITE CURB SETTER; DRI-PAK-IT MACHINE; FALLER, LOGLOADER AND BUCKER; FORM RAISER, SLIP FORMS; GREEN CUTTER; HEADERBOARD, HUBSETTER, ALIGNER, BY ANY METHOD; HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER, 100 LBS. PRESSURE/OVER); HYDRO SEEDER AND SIMILAR TYPE; JACKHAMMER OPERATOR; JACKING OF PIPE OVER 12 INCHES; JACKSON AND SIMILAR TYPE COMPACTOR; KETTLE TENDER, POT AND WORKER APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING, DIPPING OR HANDLING OF SUCH MATERIALS); LAGGING, SHEETING, WHALING, BRACING, TRENCHJACKING, LAGGING HAMMER; MAGNESITE, EPOXYRESIN, FIBERGLASS, MASTIC WORKER (WET OR DRY); NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS; PAVEMENT BREAKER AND SPADER, INCLUDING TOOL GRINDER; PERMA CURB; PIPELAYER (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING); PRECAST-MANHOLE SETTER; PRESSURE PIPE TESTER; POST HOLE DIGGER, AIR, GAS AND ELECTRIC; POWER BROOM SWEEPER; POWER TAMPERS OF ALL TYPES (EXCEPT AS SHOWN IN GROUP 2); RAM SET GUN AND STUD GUN; RIPRAP STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF SACKED CONCRETE AND/OR SAND (WET OR DRY) AND GABIONS AND SIMILAR TYPE; ROTARY SCARIFIER OR MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER; ROTO AND DITCH WITCH; ROTOTILLER; SANDBLASTER, POT, GUN, NOZZLE OPERATORS; SIGNALLING AND RIGGING; TANK CLEANER; TREE CLIMBER; TURBO BLASTER; VIBRASCREED, BULL FLOAT IN CONNECTION WITH LABORERS' WORK; VIBRATOR; HAZARDOUS WASTE WORKER (LEAD REMOVAL); ASBESTOS AND MOLD REMOVAL WORKER (FRESNO, KINGS, AND MADERA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. "SEWER CLEANER" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.

.....\$ 35.50

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: CONSTRUCTION SPECIALIST GROUP ASPHALT IRONER AND RAKER; CHAINSAW; LASER BEAM IN CONNECTION WITH LABORERS' WORK; CAST-IN- PLACE MANHOLE FORM SETTER; PRESSURE PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS); BLASTER; DIAMOND

DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL (FRESNO, KINGS, AND MADERA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.\$ 36.20 27.30

LAB00294-010 07/01/2023

Rates Fringes

PLASTERER TENDER (CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE) WORK ON A SWING STAGE SCAFFOLD: \$1.00 PER HOUR ADDITIONAL.....\$ 39.77 28.54

LAB00294-011 07/01/2023

Rates Fringes

LABORER, PLASTER TENDER (FRESNO, KINGS, AND MADERA COUNTIES).....\$ 39.77 28.54

LAB00304-002 07/01/2023

Rates Fringes

LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON II INSTALLATION AND REMOVAL OF TEMPORARY/PERMANENT SIGNS, MARKERS, DELINEATORS AND CRASH CUSHIONS. (ALAMEDA COUNTY).....\$ 35.06 27.30
 LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON I LAYOUT OF TRAFFIC CONTROL, CRASH CUSHIONS, CONSTRUCTION AREA AND ROADSIDE SIGNAGE. (ALAMEDA COUNTY).....\$ 37.56 27.30
 LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT DRIVER, FLAG PERSON (ALAMEDA COUNTY).....\$ 37.26 27.30

LAB00304-003 06/26/2023

Rates Fringes

TUNNEL AND SHAFT LABORERS:, GROUP 5 GROUT CREW; REBOUNDMAN; SWAMPER/ BRAKEMAN (ALAMEDA COUNTY).....\$ 44.42 27.72
 TUNNEL AND SHAFT LABORERS:, GROUP 4 VIBRATOR OPERATOR, PAVEMENT BREAKER; BULL GANG - MUCKERS, TRACKMEN; CONCRETE CREW - INCLUDES RODDING AND SPREADING, DUMP MEN (ANY METHOD) (ALAMEDA COUNTY)....\$ 44.96 27.72
 TUNNEL AND SHAFT LABORERS:, GROUP 3 BIT GRINDER; BLASTER, DRILLER, POWDERMEN, HEADING; CHERRY PICKERMEN - WHERE CAR IS LIFTED; CONCRETE FINISHER IN TUNNEL; CONCRETE SCREEDMAN; GROUT PUMPMAN AND

POTMAN; GUNITE & SHOTCRETE GUNMAN & POTMAN; HEADERMEN; HIGH PRESSURE NOZZLEMAN; MINER - TUNNEL, INCLUDING TOP AND BOTTOM MAN ON SHAFT AND RAISE WORK; NIPPER; NOZZLEMAN ON SLICK LINE; SANDBLASTER - POTMAN, ROBOTIC SHOTCRETE PLACER, SEGMENT ERECTOR, TUNNEL MUCK HAULER, STEEL FORM RAISER AND SETTER; TIMBERMAN, RETIMBERMAN (WOOD OR STEEL OR SUBSTITUTE MATERIALS THEREFORE); TUGGER (FOR TUNNEL LABORER WORK); CABLE TENDER; CHUCK TENDER; POWDERMAN - PRIMER HOUSE (ALAMEDA COUNTY).....	\$ 45.41	27.72
TUNNEL AND SHAFT LABORERS:, GROUP 2 RODMEN; SHAFT WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND LEVEL) (ALAMEDA COUNTY).....	\$ 45.66	27.72
TUNNEL AND SHAFT LABORERS:, GROUP 1 DIAMOND DRILLER; GROUND MEN; GUNITE AND SHOTCRETE NOZZLEMEN (ALAMEDA COUNTY).....	\$ 45.89	27.72
TUNNEL AND SHAFT LABORERS: SHOTCRETE SPECIALIST (ALAMEDA COUNTY).....	\$ 46.41	27.72

LAB00304-004 06/26/2023

Rates Fringes

LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A: (ALAMEDA COUNTY)- (2) Establishment Warranty Period.....	\$ 29.94	27.30
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A: (ALAMEDA COUNTY)- (1) New Construction.....	\$ 36.25	27.30
LABORER, WRECKING - AREA A:: GROUP 1 (ALAMEDA COUNTY).....	\$ 36.50	27.30
LABORER, WRECKING - AREA A: GROUP 2 Semi-skilled wrecker (salvaging of other building materials) (ALAMEDA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....	\$ 36.35	27.30
LABORER, GUNITE - AREA A:: GROUP 1 (ALAMEDA COUNTY).	\$ 37.46	27.30
LABORER, GUNITE - AREA A: GROUP 4 GUNITE LABORER (ALAMEDA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....	\$ 36.25	27.30
LABORER, GUNITE - AREA A: GROUP 3 REBOUNDMAN (ALAMEDA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....	\$ 36.37	27.30
LABORER, GUNITE - AREA A: GROUP 2 NOZZLEMAN, GUNMAN, POTMAN, GROUND MAN (ALAMEDA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW..	\$ 36.96	27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:: GROUP 1-A JOY DRILL MODEL TWM-2A; GARDNER-DENVER MODEL DH143 AND SIMILAR TYPE DRILLS; TRACK DRILLER; JACK LEG DRILLER; WAGON DRILLER; MECHANICAL DRILLERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF		

POWER; MECHANICAL PIPE LAYERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER; BLASTER AND POWDER; ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER AND EXPLOSIVES OF WHATEVER TYPE REGARDLESS OF METHOD USED FOR SUCH LOADING AND PLACING; HIGH SCALERS (INCLUDING DRILLING OF SAME); TREE TOPPER; BIT GRINDER (ALAMEDA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 36.72

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 1 (ALAMEDA COUNTY).....\$ 36.50

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 4 FINAL CLEAN-UP WORK OF DEBRIS, GROUNDS AND BUILDING INCLUDING BUT NOT LIMITED TO: STREET CLEANER; CLEANING AND WASHING WINDOWS; BRICK CLEANER (JOBSITE ONLY); MATERIAL CLEANER (JOBSITE ONLY). THE CLASSIFICATION ""MATERIAL CLEANER"" IS TO BE UTILIZED UNDER THE FOLLOWING CONDITIONS:
A: AT DEMOLITION SITE FOR THE SALVAGE OF THE MATERIAL. B: AT THE CONCLUSION OF A JOB WHERE THE MATERIAL IS TO BE SALVAGED AND STOCKED TO BE REUSED ON ANOTHER JOB. C: FOR THE CLEANING OF SALVAGE MATERIAL AT THE JOBSITE OR TEMPORARY JOBSITE YARD. THE MATERIAL CLEANER CLASSIFICATION SHOULD NOT BE USED IN THE PERFORMANCE OF ""FORM STRIPPING, CLEANING AND OILING AND MOVING TO THE NEXT POINT OF ERECTION"".

(ALAMEDA COUNTY) FOOTNOTES:
LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER

WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 29.94 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 3 CONSTRUCTION LABORERS, INCLUDING BRIDGE AND GENERAL LABORER; DUMP, LOAD SPOTTER; FLAG PERSON; FIRE WATCHER; FENCE ERECTOR; GUARDRAIL ERECTOR; GARDENER, HORTICULTURAL AND LANDSCAPE LABORER; JETTING; LIMBER, BRUSH LOADER AND PILER; PAVEMENT MARKER (BUTTON SETTER); MAINTENANCE, REPAIR TRACK AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORER; TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR; TOOL ROOM ATTENDANT (JOBSITE ONLY) (ALAMEDA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 36.25

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 2 ASPHALT SHOVELER; CEMENT DUMPER AND HANDLING DRY CEMENT OR GYPSUM; CHOKE-SETTER AND RIGGER (CLEARING WORK); CONCRETE BUCKET DUMPER AND CHUTE; CONCRETE CHIPPING AND GRINDING; CONCRETE LABORER (WET OR DRY); DRILLER TENDER, CHUCK TENDER, NIPPER; GUINEA CHASER (STAKE), GROUT CREW; HIGH PRESSURE NOZZLE, ADDUCTOR; HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE); LOADING AND UNLOADING, CARRYING AND HAULING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION; PITTSBURGH CHIPPER AND SIMILAR TYPE BRUSH SHREDDERS; SLOPER; SINGLE FOOT, HAND-HELD, PNEUMATIC TAMPER; ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1-F; JACKING OF PIPE - UNDER 12 INCHES (ALAMEDA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS

PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 36.35 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 1-F WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE (ALAMEDA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.

SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 37.08 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 1-E WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS. (A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN DEPTH.) IN THE EVENT THE DEPTH OF THE FOOTING IS UNKNOWN AT THE COMMENCEMENT OF EXCAVATION, AND THE FINAL DEPTH EXCEEDS 15 FEET, THE DEEP FOOTING WAGE RATE WOULD APPLY TO ALL EMPLOYEES FOR EACH AND EVERY DAY WORKED ON OR IN THE EXCAVATION OF THE FOOTING FROM THE DATE OF INCEPTION. (ALAMEDA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 37.05 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 1-C BURNING AND WELDING IN CONNECTION WITH LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING (ALAMEDA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER

HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 36.55 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: CONSTRUCTION SPECIALIST GROUP ASPHALT IRONER AND RAKER; CHAINSAW; LASER BEAM IN CONNECTION WITH LABORERS' WORK; CAST-IN- PLACE MANHOLE FORM SETTER; PRESSURE PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS); BLASTER; DIAMOND DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL (ALAMEDA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 37.20 27.30

LAB00304-005 07/01/2023

Rates Fringes

BRICK TENDER (ALAMEDA COUNTY) FOOTNOTES: WORK ON JOBS WHERE HEAT-PROTECTIVE CLOTHING IS REQUIRED: \$2.00 PER HOUR ADDITIONAL. WORK AT GRINDERS: \$.25 PER HOUR ADDITIONAL. MANHOLE WORK: \$2.00 PER DAY ADDITIONAL.....\$ 37.05 27.45

LAB00304-008 07/01/2023

Rates Fringes

PLASTERER TENDER (ALAMEDA AND CONTRA COSTA COUNTIES) WORK ON A SWING STAGE SCAFFOLD: \$1.00 PER HOUR ADDITIONAL.....\$ 41.93 30.32

LAB00324-002 07/01/2023

	Rates	Fringes
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON II INSTALLATION AND REMOVAL OF TEMPORARY/PERMANENT SIGNS, MARKERS, DELINEATORS AND CRASH CUSHIONS. (CONTRA COSTA COUNTY).....	\$ 35.06	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON I LAYOUT OF TRAFFIC CONTROL, CRASH CUSHIONS, CONSTRUCTION AREA AND ROADSIDE SIGNAGE. (CONTRA COSTA COUNTY).....	\$ 37.56	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT DRIVER, FLAG PERSON (CONTRA COSTA COUNTY).....	\$ 37.26	27.30

LAB00324-006 06/26/2023

	Rates	Fringes
TUNNEL AND SHAFT LABORERS:, GROUP 5 GROUT CREW; REBOUNDMAN; SWAMPER/ BRAKEMAN (CONTRA COSTA COUNTY).\$	44.42	27.72
TUNNEL AND SHAFT LABORERS:, GROUP 4 VIBRATOR OPERATOR, PAVEMENT BREAKER; BULL GANG - MUCKERS, TRACKMEN; CONCRETE CREW - INCLUDES RODDING AND SPREADING, DUMP MEN (ANY METHOD) (CONTRA COSTA COUNTY).....	\$ 44.96	27.72
TUNNEL AND SHAFT LABORERS:, GROUP 3 BIT GRINDER; BLASTER, DRILLER, POWDERMEN, HEADING; CHERRY PICKERMEN - WHERE CAR IS LIFTED; CONCRETE FINISHER IN TUNNEL; CONCRETE SCREEDMAN; GROUT PUMP MAN AND POTMAN; GUNITE & SHOTCRETE GUNMAN & POTMAN; HEADER MEN; HIGH PRESSURE NOZZLEMAN; MINER - TUNNEL, INCLUDING TOP AND BOTTOM MAN ON SHAFT AND RAISE WORK; NIPPER; NOZZLEMAN ON SLICK LINE; SANDBLASTER - POTMAN, ROBOTIC SHOTCRETE PLACER, SEGMENT ERECTOR, TUNNEL MUCK HAULER, STEEL FORM RAISER AND SETTER; TIMBERMAN, RETIMBERMAN (WOOD OR STEEL OR SUBSTITUTE MATERIALS THEREFORE); TUGGER (FOR TUNNEL LABORER WORK); CABLE TENDER; CHUCK TENDER; POWDERMAN - PRIMER HOUSE (CONTRA COSTA COUNTY).....	\$ 45.41	27.72
TUNNEL AND SHAFT LABORERS:, GROUP 2 RODMEN; SHAFT WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND LEVEL) (CONTRA COSTA COUNTY).....	\$ 45.66	27.72
TUNNEL AND SHAFT LABORERS:, GROUP 1 DIAMOND DRILLER; GROUND MEN; GUNITE AND SHOTCRETE NOZZLEMEN (CONTRA COSTA COUNTY).....	\$ 45.89	27.72
TUNNEL AND SHAFT LABORERS: SHOTCRETE SPECIALIST (CONTRA COSTA COUNTY).....	\$ 46.41	27.72

LAB00324-012 06/26/2023

	Rates	Fringes
LABORER: GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA A: (CONTRA COSTA COUNTY)- (2) Establishment Warranty Period.....	\$ 29.94	27.30
LABORER: GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA A: (CONTRA COSTA COUNTY)- (1) New Construction.....	\$ 36.25	27.30
LABORER, WRECKING - AREA A:: GROUP 1 (CONTRA COSTA COUNTY).....	\$ 36.50	27.30
LABORER, WRECKING - AREA A: GROUP 2 Semi-skilled wrecker (salvaging of other building materials) (CONTRA COSTA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH		

IN GROUP 1-A BELOW.....	\$ 36.35	27.30
LABORER, GUNITE - AREA A:: GROUP 1 (CONTRA COSTA COUNTY).....	\$ 37.46	27.30
LABORER, GUNITE - AREA A: GROUP 4 GUNITE LABORER (CONTRA COSTA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....	\$ 36.25	27.30
LABORER, GUNITE - AREA A: GROUP 3REBOUNDMAN (CONTRA COSTA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....	\$ 36.37	27.30
LABORER, GUNITE - AREA A: GROUP 2 NOZZLEMAN, GUNMAN, POTMAN, GROUNDMAN (CONTRA COSTA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW..	\$ 36.96	27.30
LABORER, CONSTRUCTION CRAFT LABORERS: GROUP 1-G Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters AREA A: CONTRA COSTA COUNTY Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. """"Sewer cleaner"""" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates. Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed. FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....	\$ 36.70	27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:: GROUP 1 (CONTRA COSTA COUNTY).....	\$ 36.50	27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 4 FINAL CLEAN-UP WORK OF DEBRIS, GROUNDS AND BUILDING INCLUDING BUT NOT LIMITED TO: STREET CLEANER; CLEANING AND WASHING WINDOWS; BRICK CLEANER (JOBSITE ONLY); MATERIAL CLEANER (JOBSITE ONLY). THE CLASSIFICATION ""MATERIAL CLEANER"" IS TO BE UTILIZED UNDER THE FOLLOWING CONDITIONS: A: AT DEMOLITION SITE FOR THE SALVAGE OF THE MATERIAL. B: AT THE CONCLUSION OF A JOB WHERE THE MATERIAL IS TO BE SALVAGED AND STOCKED TO BE REUSED ON ANOTHER JOB. C: FOR THE CLEANING OF		

SALVAGE MATERIAL AT THE JOBSITE OR TEMPORARY JOBSITE YARD. THE MATERIAL CLEANER CLASSIFICATION SHOULD NOT BE USED IN THE PERFORMANCE OF ""FORM STRIPPING, CLEANING AND OILING AND MOVING TO THE NEXT POINT OF ERECTION"".

(CONTRA COSTA COUNTY) FOOTNOTES:

LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 29.94

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 3 CONSTRUCTION LABORERS, INCLUDING BRIDGE AND GENERAL LABORER; DUMP, LOAD SPOTTER; FLAG PERSON; FIRE WATCHER; FENCE ERECTOR; GUARDRAIL ERECTOR; GARDENER, HORTICULTURAL AND LANDSCAPE LABORER; JETTING; LIMBER, BRUSH LOADER AND PILER; PAVEMENT MARKER (BUTTON SETTER); MAINTENANCE, REPAIR TRACK AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORER; TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR; TOOL ROOM ATTENDANT (JOBSITE ONLY) (CONTRA COSTA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 36.25

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 2 ASPHALT SHOVELER; CEMENT DUMPER AND HANDLING DRY CEMENT OR GYPSUM; CHOKE-SETTER AND RIGGER (CLEARING WORK); CONCRETE BUCKET DUMPER AND CHUTE; CONCRETE CHIPPING AND GRINDING; CONCRETE LABORER (WET OR DRY); DRILLER TENDER, CHUCK TENDER, NIPPER; GUINEA CHASER (STAKE), GROUT CREW; HIGH

PRESSURE NOZZLE, ADDUCTOR; HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE); LOADING AND UNLOADING, CARRYING AND HAULING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION; PITTSBURGH CHIPPER AND SIMILAR TYPE BRUSH SHREDDERS; SLOPER; SINGLE FOOT, HAND-HELD, PNEUMATIC TAMPER; ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1-F; JACKING OF PIPE - UNDER 12 INCHES (CONTRA COSTA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 36.35

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 1-F WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE (CONTRA COSTA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.

SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 37.08

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 1-E WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS. (A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN DEPTH.) IN THE EVENT THE DEPTH OF THE FOOTING IS UNKNOWN AT THE COMMENCEMENT OF EXCAVATION, AND THE FINAL DEPTH EXCEEDS 15 FEET, THE DEEP FOOTING WAGE RATE WOULD APPLY TO ALL EMPLOYEES FOR EACH AND EVERY DAY WORKED ON OR IN THE EXCAVATION OF THE FOOTING FROM THE DATE OF INCEPTION. (CONTRA COSTA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS

SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 37.05

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 1-C BURNING AND WELDING IN CONNECTION WITH LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING (CONTRA COSTA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.

SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 36.55

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 1-A JOY DRILL MODEL TWM-2A; GARDNER-DENVER MODEL DH143 AND SIMILAR TYPE DRILLS; TRACK DRILLER; JACK LEG DRILLER; WAGON DRILLER; MECHANICAL DRILLERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER; MECHANICAL PIPE LAYERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER; BLASTER AND POWDER; ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER AND EXPLOSIVES OF WHATEVER TYPE REGARDLESS OF METHOD USED FOR SUCH LOADING AND PLACING; HIGH SCALERS (INCLUDING DRILLING OF SAME); TREE TOPPER; BIT GRINDER (CONTRA COSTA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE

RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 36.72 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: CONSTRUCTION SPECIALIST GROUP ASPHALT IRONER AND RAKER; CHAINSAW; LASER BEAM IN CONNECTION WITH LABORERS' WORK; CAST-IN- PLACE MANHOLE FORM SETTER; PRESSURE PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS); BLASTER; DIAMOND DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL (CONTRA COSTA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW FEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 37.20 27.30

LAB00324-014 07/01/2023

Rates Fringes

BRICK TENDER (CONTRA COSTA COUNTY) FOOTNOTES: WORK ON JOBS WHERE HEAT-PROTECTIVE CLOTHING IS REQUIRED: \$2.00 PER HOUR ADDITIONAL. WORK AT GRINDERS: \$.25 PER HOUR ADDITIONAL. MANHOLE WORK: \$2.00 PER DAY ADDITIONAL.....\$ 37.05 27.45

LAB01130-002 07/01/2023

Rates Fringes

LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON II INSTALLATION AND REMOVAL OF TEMPORARY/PERMANENT SIGNS, MARKERS, DELINEATORS AND CRASH CUSHIONS. (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES).....\$ 34.06 27.30

LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON I LAYOUT OF TRAFFIC CONTROL, CRASH CUSHIONS, CONSTRUCTION AREA AND ROADSIDE SIGNAGE. (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES).....\$ 36.56 27.30

LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT DRIVER, FLAG PERSON (MARIPOSA, MERCED,

STANISLAUS, AND TUOLUMNE COUNTIES).....\$ 36.26 27.30

LAB01130-003 06/26/2023

Rates Fringes

TUNNEL AND SHAFT LABORERS: SHOTCRETE SPECIALIST (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES).....\$ 46.41 27.72

TUNNEL AND SHAFT LABORERS: GROUP 5 GROUT CREW; REBOUNDMAN; SWAMPER/ BRAKEMAN (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES).....\$ 44.42 27.72

TUNNEL AND SHAFT LABORERS: GROUP 4 VIBRATOR OPERATOR, PAVEMENT BREAKER; BULL GANG - MUCKERS, TRACKMEN; CONCRETE CREW - INCLUDES RODDING AND SPREADING, DUMP MEN (ANY METHOD) (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES).....\$ 44.96 27.72

TUNNEL AND SHAFT LABORERS: GROUP 3 BIT GRINDER; BLASTER, DRILLER, POWDERMEN, HEADING; CHERRY PICKERMEN - WHERE CAR IS LIFTED; CONCRETE FINISHER IN TUNNEL; CONCRETE SCREEDMAN; GROUT PUMP MAN AND POTMAN; GUNITE & SHOTCRETE GUNMAN & POTMAN; HEADER MEN; HIGH PRESSURE NOZZLEMAN; MINER - TUNNEL, INCLUDING TOP AND BOTTOM MAN ON SHAFT AND RAISE WORK; NIPPER; NOZZLEMAN ON SLICK LINE; SANDBLASTER - POTMAN, ROBOTIC SHOTCRETE PLACER, SEGMENT ERECTOR, TUNNEL MUCK HAULER, STEEL FORM RAISER AND SETTER; TIMBERMAN, RETIMBERMAN (WOOD OR STEEL OR SUBSTITUTE MATERIALS THEREFORE); TUGGER (FOR TUNNEL LABORER WORK); CABLE TENDER; CHUCK TENDER; POWDERMAN - PRIMER HOUSE (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES).....\$ 45.41 27.72

TUNNEL AND SHAFT LABORERS: GROUP 2 RODMEN; SHAFT WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND LEVEL) (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES).....\$ 45.66 27.72

TUNNEL AND SHAFT LABORERS: GROUP 1 DIAMOND DRILLER; GROUND MEN; GUNITE AND SHOTCRETE NOZZLEMEN (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES).....\$ 45.89 27.72

LAB01130-005 07/01/2023

Rates Fringes

LABORER: MASON TENDER-BRICK (MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES).....\$ 36.29 25.55

LAB01130-007 06/26/2023

Rates Fringes

LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B: (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES)- (2) Establishment Warranty Period.....\$ 28.94 27.30

LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B: (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES)- (1) New Construction.....\$ 35.25 27.30

LABORER, WRECKING - AREA B: GROUP 2 SEMI-SKILLED WRECKER (SALVAGING OF OTHER BUILDING MATERIALS) (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....\$ 35.35 27.30

LABORER, WRECKING - AREA B: GROUP 1- SKILLED WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS AND MATERIALS) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES.....\$ 35.50 27.30

LABORER, GUNITE - AREA B: GROUP 4 Gunite laborer (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....\$ 35.25 27.30

LABORER, GUNITE - AREA B: GROUP 3 REBOUNDMAN (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....\$ 35.37 27.30

LABORER, GUNITE - AREA B: GROUP 2 NOZZLEMAN, GUNMAN, POTMAN, GROUNDMAN (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....\$ 35.96 27.30

LABORER, GUNITE - AREA B: GROUP 1- GROUP 1: STRUCTURAL NOZZLEMAN FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES.....\$ 36.46 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 4 FINAL CLEAN-UP WORK OF DEBRIS, GROUNDS AND BUILDING INCLUDING BUT NOT LIMITED TO: STREET CLEANER; CLEANING AND WASHING WINDOWS; BRICK CLEANER (JOBSITE ONLY); MATERIAL CLEANER (JOBSITE ONLY). THE CLASSIFICATION ""MATERIAL CLEANER"" IS TO BE UTILIZED UNDER THE FOLLOWING CONDITIONS: A: AT DEMOLITION SITE FOR THE SALVAGE OF THE MATERIAL. B: AT THE CONCLUSION OF A JOB WHERE THE MATERIAL IS TO BE SALVAGED AND STOCKED TO BE REUSED ON ANOTHER JOB. C: FOR THE CLEANING OF SALVAGE MATERIAL AT THE JOBSITE OR TEMPORARY JOBSITE YARD. THE MATERIAL CLEANER CLASSIFICATION SHOULD NOT BE USED IN THE PERFORMANCE OF ""FORM STRIPPING, CLEANING AND OILING AND MOVING TO THE NEXT POINT OF ERECTION"". (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER

CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHALL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 28.94

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 3 CONSTRUCTION LABORERS, INCLUDING BRIDGE AND GENERAL LABORER; DUMP, LOAD SPOTTER; FLAG PERSON; FIRE WATCHER; FENCE ERECTOR; GUARDRAIL ERECTOR; GARDENER, HORTICULTURAL AND LANDSCAPE LABORER; JETTING; LIMBER, BRUSH LOADER AND PILER; PAVEMENT MARKER (BUTTON SETTER); MAINTENANCE, REPAIR TRACK AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORER; TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR; TOOL ROOM ATTENDANT (JOBSITE ONLY) (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHALL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 35.25

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 2 (ASPHALT SHOVELER; CEMENT DUMPER AND HANDLING DRY CEMENT OR GYPSUM; CHOKE-SETTER AND RIGGER (CLEARING WORK); CONCRETE BUCKET DUMPER AND CHUTE; CONCRETE CHIPPING AND GRINDING; CONCRETE LABORER (WET OR DRY); DRILLER TENDER, CHUCK TENDER, NIPPER; GUINEA CHASER (STAKE), GROUT CREW; HIGH PRESSURE NOZZLE, ADDUCTOR; HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE); LOADING AND UNLOADING, CARRYING AND HAULING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION; PITTSBURGH CHIPPER AND SIMILAR TYPE BRUSH SHREDDERS; SLOPER; SINGLE FOOT, HAND-HELD, PNEUMATIC TAMPER; ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1-F; JACKING OF PIPE - UNDER 12 INCHES MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE

APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 35.35

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 1-F WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 36.08

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 1-E WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS. (A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN DEPTH.) IN THE EVENT THE DEPTH OF THE FOOTING IS UNKNOWN AT THE COMMENCEMENT OF EXCAVATION, AND THE FINAL DEPTH EXCEEDS 15 FEET, THE DEEP FOOTING WAGE RATE WOULD APPLY TO ALL EMPLOYEES FOR EACH AND EVERY DAY WORKED ON OR IN THE EXCAVATION OF THE FOOTING FROM THE DATE OF INCEPTION. (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE

\$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
 MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL
 EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
 RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR
 ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
 SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
 NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
 LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
 WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
 COVER HAS BEEN PLACED.....\$ 36.05

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
 GROUP 1-C BURNING AND WELDING IN CONNECTION WITH
 LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND
 SIMILAR TYPE WELDING (MARIPOSA, MERCED,
 STANISLAUS, AND TUOLUMNE , COUNTIES) FOOTNOTES:
 LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS,
 SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER
 HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL
 NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE
 RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS
 SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE
 RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO
 HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN
 SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE
 RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL
 RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00
 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE
 AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES
 PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25
 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK
 PERFORMED ON UNDERGROUND STRUCTURES NOT
 SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
 NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
 LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
 WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
 COVER HAS BEEN PLACED.....\$ 35.55

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
 GROUP 1-A JOY DRILL MODEL TWM-2A; GARDNER-DENVER
 MODEL DH143 AND SIMILAR TYPE DRILLS; TRACK DRILLER;
 JACK LEG DRILLER; WAGON DRILLER; MECHANICAL
 DRILLERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF
 POWER; MECHANICAL PIPE LAYERS, ALL TYPES REGARDLESS
 OF TYPE OR METHOD OF POWER; BLASTER AND POWDER; ALL
 WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER
 AND EXPLOSIVES OF WHATEVER TYPE REGARDLESS OF
 METHOD USED FOR SUCH LOADING AND PLACING; HIGH
 SCALERS (INCLUDING DRILLING OF SAME); TREE TOPPER;
 BIT GRINDER (MARIPOSA, MERCED, STANISLAUS, AND
 TUOLUMNE , COUNTIES) FOOTNOTES: LABORERS WORKING
 OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
 SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE
 THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
 WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
 IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE
 \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
 CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
 CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
 THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
 DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
 MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1
 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
 ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
 HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR
 REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
 STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS

PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....\$ 35.72

27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 1- ASPHALT SPREADER BOXES (ALL TYPES); BARKO, WACKER AND SIMILAR TYPE TAMPERS; BUGGYMOBILE; CAULKER, BANDER, PIPEWRAPPER, CONDUIT LAYER, PLASTIC PIPELAYER; CERTIFIED HAZARDOUS WASTE WORKER INCLUDING LEADE ABATEMENT; COMPACTORS OF ALL TYPES; CONCRETE AND MAGNESITE MIXER, 1/2 YD. AND UNDER; CONCRETE PAN WORK; CONCRETE SANDER; CONCRETE SAW; CRIBBER AND/OR SHORING; CUT GRANITE CURB SETTER; DRI-PAK-IT MACHINE; FALLER, LOGLOADER AND BUCKER; FORM RAISER, SLIP FORMS; GREEN CUTTER; HEADERBOARD, HUBSETTER, ALIGNER, BY ANY METHOD; HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER, 100 LBS. PRESSURE/OVER); HYDRO SEEDER AND SIMILAR TYPE; JACKHAMMER OPERATOR; JACKING OF PIPE OVER 12 INCHES; JACKSON AND SIMILAR TYPE COMPACTOR; KETTLE TENDER, POT AND WORKER APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING, DIPPING OR HANDLING OF SUCH MATERIALS); LAGGING, SHEETING, WHALING, BRACING, TRENCHJACKING, LAGGING HAMMER; MAGNESITE, EPOXYRESIN, FIBERGLASS, MASTIC WORKER (WET OR DRY); NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS; PAVEMENT BREAKER AND SPADER, INCLUDING TOOL GRINDER; PERMA CURB; PIPELAYER (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING); PRECAST-MANHOLE SETTER; PRESSURE PIPE TESTER; POST HOLE DIGGER, AIR, GAS AND ELECTRIC; POWER BROOM SWEEPER; POWER TAMPERS OF ALL TYPES (EXCEPT AS SHOWN IN GROUP 2); RAM SET GUN AND STUD GUN; RIPRAP STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF SACKED CONCRETE AND/OR SAND (WET OR DRY) AND GABIONS AND SIMILAR TYPE; ROTARY SCARIFIER OR MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER; ROTO AND DITCH WITCH; ROTOTILLER; SANDBLASTER, POT, GUN, NOZZLE OPERATORS; SIGNALLING AND RIGGING; TANK CLEANER; TREE CLIMBER; TURBO BLASTER; VIBRASCREED, BULL FLOAT IN CONNECTION WITH LABORERS' WORK; VIBRATOR; HAZARDOUS WASTE WORKER (LEAD REMOVAL); ASBESTOS AND MOLD REMOVAL WORKER (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES)

FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.

SEWER CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY

COVER HAS BEEN PLACED. MARIPOSA,
 MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES.....\$ 35.50 27.30
 LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
 CONSTRUCTION SPECIALIST GROUP ASPHALT IRONER AND
 RAKER; CHAINSAW; LASER BEAM IN CONNECTION WITH
 LABORERS' WORK; CAST-IN- PLACE MANHOLE FORM SETTER;
 PRESSURE PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR
 TYPE (AND ALL SMALL TRENCHERS); BLASTER; DIAMOND
 DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL
 MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE ,
 COUNTIES FOOTNOTES: LABORERS WORKING OFF OR
 WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS,
 BELTS SHALL RECEIVE \$0.25 PER HOUR ABOVE THE
 APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
 WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
 IN GROUP 1-A BELOW. SEWER
 CLEANERS SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1
 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO
 HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN
 SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE
 RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL
 RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE \$5.00
 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE
 AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES
 PERFORMING WORK COVERED HEREIN SHALL RECEIVE \$.25
 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK
 PERFORMED ON UNDERGROUND STRUCTURES NOT
 SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
 NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
 LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
 WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
 COVER HAS BEEN PLACED.....\$ 36.20 27.30

LAB01130-009 07/01/2023

Rates Fringes

LABORER, PLASTER TENDER (MARIPOSA, MERCED,
 STANISLAUS, AND TUOLUMNE COUNTIES) WORK ON A SWING
 STAGE SCAFFOLD: \$1.00 PER HOUR ADDITIONAL.....\$ 39.77 28.54

PAIN0016-001 01/01/2025

Rates Fringes

PAINTERS: ALAMEDA, CONTRA COSTA, MONTEREY, SAN
 BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ
 COUNTIES) PREMIUMS: EXOTIC MATERIALS - \$1.25
 ADDITIONAL PER HOUR. SPRAY WORK: - \$0.50
 ADDITIONAL PER HOUR. INDUSTRIAL PAINTING - \$0.25
 ADDITIONAL PER HOUR [WORK ON INDUSTRIAL BUILDINGS
 USED FOR THE MANUFACTURE AND PROCESSING OF GOODS
 FOR SALE OR SERVICE; STEEL CONSTRUCTION (BRIDGES),
 STACKS, TOWERS, TANKS, AND SIMILAR STRUCTURES]
 HIGH WORK: OVER 50 FEET - \$2.00 PER HOUR
 ADDITIONAL 100 TO 180 FEET - \$4.00 PER HOUR
 ADDITIONAL OVER 180 FEET - \$6.00 PER HOUR
 ADDITIONAL.....\$ 53.38 28.04

PAIN0016-003 01/01/2025

Rates Fringes

DRYWALL FINISHER/TAPER: (AREA 2).....\$ 59.63 31.29
 DRYWALL FINISHER/TAPER: (AREA 1).....\$ 63.76 32.69

PAIN0016-012 01/01/2024

	Rates	Fringes
SOFT FLOOR LAYER ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES.....	\$ 59.00	33.03

 PAIN0016-015 01/01/2025

	Rates	Fringes
PAINTER: BRUSH (CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES) FOOTNOTES: SPRAY/SANDBLAST: \$0.50 ADDITIONAL PER HOUR. EXOTIC MATERIALS: \$1.25 ADDITIONAL PER HOUR. HIGH TIME: OVER 50 FT ABOVE GROUND OR WATER LEVEL \$2.00 ADDITIONAL PER HOUR. 100 TO 180 FT ABOVE GROUND OR WATER LEVEL \$4.00 ADDITIONAL PER HOUR. OVER 180 FT ABOVE GROUND OR WATER LEVEL \$6.00 ADDITIONAL PER HOUR.....	\$ 43.45	22.80

 PAIN0016-022 01/01/2025

	Rates	Fringes
PAINTER (SAN FRANCISCO COUNTY).....	\$ 57.00	28.04

 PAIN0169-001 01/01/2023

	Rates	Fringes
GLAZIER (FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES).....	\$ 44.33	28.88

 PAIN0169-005 01/01/2024

	Rates	Fringes
GLAZIER (ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES).....	\$ 56.22	34.00

 PAIN0294-004 07/01/2023

	Rates	Fringes
PAINTER: DRYWALL FINISHER/TAPER (FRESNO, KINGS AND MADERA COUNTIES) FOOTNOTE: SPRAY PAINTERS & PAPERHANGERS RECEIVE \$1.00 ADDITIONAL PER HOUR. PAINTERS DOING DRYWALL PATCHING RECEIVE \$1.25 ADDITIONAL PER HOUR. LEAD ABATERS & SANDBLASTERS RECEIVE \$1.50 ADDITIONAL PER HOUR. HIGH TIME - OVER 30 FEET (DOES NOT INCLUDE WORK FROM A LIFT) \$0.75 PER HOUR ADDITIONAL.....	\$ 35.74	21.80
PAINTER: BRUSH, ROLLER (FRESNO, KINGS AND MADERA COUNTIES) FOOTNOTE: SPRAY PAINTERS & PAPERHANGERS RECEIVE \$1.00 ADDITIONAL PER HOUR. PAINTERS DOING DRYWALL PATCHING RECEIVE \$1.25 ADDITIONAL PER HOUR. LEAD ABATERS & SANDBLASTERS RECEIVE \$1.50 ADDITIONAL PER HOUR. HIGH TIME - OVER 30 FEET (DOES NOT INCLUDE WORK FROM A LIFT) \$0.75 PER HOUR ADDITIONAL.....	\$ 34.49	21.80

 PAIN0294-005 01/01/2023

	Rates	Fringes
SOFT FLOOR LAYER (FRESNO, KINGS & MADERA).....	\$ 38.53	23.19

 PAIN0767-001 01/01/2024

	Rates	Fringes
GLAZIER (CALAVERAS, SAN JOAQUIN, STANISLAUS AND		

TUOLUMNE COUNTIES) PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING, JR. DAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.

EMPLOYEE REQUIRED TO WEAR A BODY HARNESS SHALL RECEIVE \$1.50 PER HOUR ABOVE THE BASIC HOURLY RATE AT ANY ELEVATION.....\$ 43.25 35.62

PAIN1176-001 07/01/2022

	Rates	Fringes
PARKING LOT STRIPING/HIGHWAY MARKING: HIGHWAY IMPROVEMENT: GROUP 3 PROTECTIVE COATING, PAVEMENT SEALING.....	\$ 35.11	17.62
PARKING LOT STRIPING/HIGHWAY MARKING: HIGHWAY IMPROVEMENT: GROUP 1 STRIPER: LAYOUT AND APPLICATION OF PAINTED TRAFFIC STRIPES AND MARKING; HOT THERMO PLASTIC; TAPE, TRAFFIC STRIPES AND MARKINGS.....	\$ 40.83	17.62
PARKING LOT STRIPING/HIGHWAY MARKING: HIGHWAY IMPROVEMENT: GROUP 2 GAMECOURT & PLAYGROUND INSTALLER.....	\$ 34.71	17.62

PAIN1237-003 01/01/2024

	Rates	Fringes
SOFT FLOOR LAYER (CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES).....	\$ 48.54	26.59

PLAS0066-002 07/01/2019

	Rates	Fringes
PLASTERER (ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES).....	\$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER (AREA 337: MONTEREY COUNTY).....	\$ 32.88	31.68
PLASTERER (AREA 295: CALAVERAS & SAN JOAQUIN COUNTIES).....	\$ 32.70	31.68
PLASTERER (AREA 224: SAN BENITO, SANTA CLARA, SANTA CRUZ).....	\$ 32.88	31.68
PLASTERER (AREA 188: FRESNO).....	\$ 32.70	31.68
PLASTERER (AREA 429: MARIPOSA, MERCED, STANISLAUS, TUOLUMNE COUNTIES).....	\$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 32.15	23.27

PLUM0038-001 07/01/2023

	Rates	Fringes
PLUMBER, PLUMBER, STEAMFITTER, REFRIGERATION FITTER (SAN FRANCISCO COUNTY).....	\$ 85.50	48.98

PLUM0038-005 07/01/2025

	Rates	Fringes
LANDSCAPE/IRRIGATION FITTER: UNDERGROUND/UTILITY FITTER (SAN FRANCISCO COUNTY).....	\$ 77.35	36.53

PLUM0062-001 01/01/2026

	Rates	Fringes
PLUMBER & STEAMFITTER (MONTEREY AND SANTA CRUZ COUNTIES).....	\$ 57.75	43.60

PLUM0159-001 07/01/2025

	Rates	Fringes
PLUMBER AND STEAMFITTER: (2) ALL OTHER WORK (CONTRA COSTA COUNTY).....	\$ 68.57	49.04
PLUMBER AND STEAMFITTER: (1) REFRIGERATION (CONTRA COSTA COUNTY).....	\$ 67.68	49.04

PLUM0246-001 01/01/2026

	Rates	Fringes
PLUMBER & STEAMFITTER (FRESNO, KINGS & MADERA COUNTIES).....	\$ 54.50	42.54

PLUM0246-004 01/01/2017

	Rates	Fringes
PLUMBER: PIPE TRADESMAN PIPE TRADESMAN SCOPE OF WORK: INSTALLATION OF CORRUGATED METAL PIPING FOR DRAINAGE, AS WELL AS INSTALLATION OF CORRUGATED METAL PIPING FOR CULVERTS IN CONNECTION WITH STORM SEWERS AND DRAINS; GROUTING, DRY PACKING AND DIAPERING OF JOINTS, HOLES OR CHASES INCLUDING PAVING OVER JOINTS, IN PIPING; TEMPORARY PIPING FOR DIRT WORK FOR BUILDING SITE PREPARATION; OPERATING JACK HAMMERS, PAVEMENT BREAKERS, CHIPPING GUNS, CONCRETE SAWS AND SPADES TO CUT HOLES, CHASES AND CHANNELS FOR PIPING SYSTEMS; DIGGING, GRADING, BACKFILLING AND GROUND PREPARATION FOR ALL TYPES OF PIPE TO ALL POINTS OF THE JOBSITE; GROUND PREPARATION INCLUDING GROUND LEVELING, LAYOUT AND PLANTING OF SHRUBBERY, TREES AND GROUND COVER, INCLUDING WATERING, MOWING, EDGING, PRUNING AND FERTILIZING, THE BREAKING OF CONCRETE, DIGGING, BACKFILLING AND TAMPING FOR THE PREPARATION AND COMPLETION OF ALL WORK IN CONNECTION WITH LAWN SPRINKLER AND LANDSCAPING; LOADING, UNLOADING AND DISTRIBUTING MATERIALS AT JOBSITE; PUTTING AWAY MATERIALS IN STORAGE BINS IN JOBSITE SECURE STORAGE AREA; DEMOLITION OF PIPING AND FIXTURES FOR REMODELING AND ADDITIONS; SETTING UP AND TEARING DOWN WORK BENCHES, LADDERS AND JOB SHACKS; CLEAN-UP AND SWEEPING OF JOBSITE; PIPE WRAPPING AND WATERPROOFING WHERE TAR OR SIMILAR MATERIAL IS APPLIED FOR PROTECTION OF BURIED PIPING; FLAGMAN....	\$ 13.00	10.74

PLUM0342-001 07/01/2025

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (ALAMEDA & CONTRA COSTA COUNTIES).....	\$ 80.50	50.45
PIPEFITTER: CONTRA COSTA COUNTY (ALAMEDA & CONTRA COSTA COUNTIES).....	\$ 80.50	50.45

PLUM0355-004 07/01/2025

	Rates	Fringes
UNDERGROUND UTILITY WORKER: /LANDSCAPE FITTER ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN		

JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ,
 STANISLAUS, AND TUOLUMNE COUNTIES.....\$ 36.01 18.50

PLUM0393-001 07/01/2021

Rates Fringes

PLUMBER/PIPEFITTER (SAN BENITO AND SANTA CLARA
 COUNTIES).....\$ 68.76 46.63

PLUM0442-001 01/01/2026

Rates Fringes

PLUMBER & STEAMFITTER (CALAVERAS, MARIPOSA,
 MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE
 COUNTIES).....\$ 58.45 38.74

PLUM0467-001 07/01/2025

Rates Fringes

PLUMBER/PIPEFITTER/STEAMFITTER (SAN MATEO COUNTY)...\$ 87.75 41.44

ROOF0027-002 09/01/2024

Rates Fringes

ROOFER (FRESNO, KINGS, AND MADERA COUNTIES).....\$ 45.76 16.86

ROOF0040-002 08/01/2024

Rates Fringes

ROOFER (SAN FRANCISCO & SAN MATEO COUNTIES).....\$ 55.30 22.97

ROOF0081-001 08/01/2024

Rates Fringes

ROOFER (ALAMEDA AND CONTRA COSTA COUNTIES).....\$ 54.94 23.34

ROOF0081-004 08/01/2024

Rates Fringes

ROOFER (CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN,
 STANISLAUS AND TUOLUMNE COUNTIES).....\$ 49.65 22.19

ROOF0095-002 08/01/2023

Rates Fringes

ROOFER: KETTLE PERSON (2 KETTLES) (MONTEREY, SAN
 BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:.).....\$ 55.17 21.51

ROOFER: JOURNEYMAN (MONTEREY, SAN BENITO, SANTA
 CLARA, AND SANTA CRUZ COUNTIES).....\$ 53.17 21.51

ROOFER: BITUMASTIC, ENAMELER, COAL TAR, PITCH AND
 MASTIC WORKER (MONTEREY, SAN BENITO, SANTA CLARA,
 AND SANTA CRUZ COUNTIES).....\$ 57.17 21.51

SFCA0483-001 01/01/2026

Rates Fringes

SPRINKLER FITTER: FIRE (ALAMEDA, CONTRA COSTA,
 SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES)..\$ 81.54 41.35

SFCA0669-011 01/01/2026

Rates Fringes

SPRINKLER FITTER CALAVERAS, FRESNO, KINGS,
 MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN
 JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE

COUNTIES:.....\$ 49.69 29.72

SHEE0104-001 07/01/2025

SHEET METAL WORKER: (AREA 2).....\$ 64.23 Rates Fringes 39.65

SHEE0104-003 07/01/2021

SHEET METAL WORKER (CALAVERAS AND SAN JOAQUIN COUNTIES).....\$ 44.34 Rates Fringes 39.22

SHEE0104-005 07/01/2021

SHEET METAL WORKER: EXCLUDING METAL DECK AND SIDING (MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES).....\$ 41.28 Rates Fringes 45.41

SHEE0104-007 07/01/2021

SHEET METAL WORKER (FRESNO, KINGS, AND MADERA COUNTIES).....\$ 44.07 Rates Fringes 40.79

SHEE0104-015 07/01/2024

SHEET METAL WORKER: METAL DECKING AND SIDING ONLY ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:.....\$ 56.23 Rates Fringes 37.52

SHEE0104-018 07/01/2024

SHEET METAL WORKER: METAL DECKING AND SIDING ONLY CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:.....\$ 56.23 Rates Fringes 37.52

TEAM0094-001 07/01/2025

TRUCK DRIVERS: GROUP 5: DUMP TRUCKS, 65 YDS. AND OVER; HOLLAND HAULER; LOW BED HEAVY DUTY TRANSPORT OVER 7 AXLES FOOTNOTES: ARTICULATED DUMP TRUCK; BULK CEMENT SPREADER (WITH OR WITHOUT AUGER); DUMPCRETE TRUCK; SKID TRUCK (DEBRIS BOX); DRY PRE-BATCH CONCRETE MIX TRUCKS; DUMPSTER OR SIMILAR TYPE; SLURRY TRUCK: USE DUMP TRUCK YARDAGE RATE. HEATER PLANER; ASPHALT BURNER; SCARIFIER BURNER; INDUSTRIAL LIFT TRUCK (MECHANICAL TAILGATE); UTILITY AND CLEAN-UP TRUCK: USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED. TRUCK DRIVER CLASSIFICATIONS.....\$ 44.56 Rates Fringes 34.28

TRUCK DRIVERS: GROUP 4: DUMP TRUCKS, OVER 25 YDS. AND UNDER 65 YDS.; WATER PULLS - DW 10'S, 20'S, 21'S AND OTHER SIMILAR EQUIPMENT WHEN PULLING AQUA/PAK OR WATER TANK TRAILERS; HELICOPTER PILOTS (WHEN TRANSPORTING MEN AND MATERIALS); LOWBEDK HEAVY DUTY TRANSPORT UP TO INCLUDING 7 AXLES; DW10'S, 20'S, 21'S AND OTHER SIMILAR CAT TYPE, TERRA COBRA, LETOURNEAU PULLS, TOURNOROCKER, EUCLID

AND SIMILAR TYPE EQUIPMENT WHEN PULLING FUEL AND/OR GREASE TANK TRAILERS OR OTHER MISCELLANEOUS TRAILERS; VACUUM TRUCKS 7500 GALS AND OVER AND TRUCK REPAIRMAN FOOTNOTES: ARTICULATED DUMP TRUCK; BULK CEMENT SPREADER (WITH OR WITHOUT AUGER); DUMPCRETE TRUCK; SKID TRUCK (DEBRIS BOX); DRY PRE-BATCH CONCRETE MIX TRUCKS; DUMPSTER OR SIMILAR TYPE; SLURRY TRUCK: USE DUMP TRUCK YARDAGE RATE. HEATER PLANER; ASPHALT BURNER; SCARIFIER BURNER; INDUSTRIAL LIFT TRUCK (MECHANICAL TAILGATE); UTILITY AND CLEAN-UP TRUCK: USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED. TRUCK DRIVER

CLASSIFICATIONS.....\$ 44.21 34.28

TRUCK DRIVERS: GROUP 3: DUMP TRUCKS, 8 YDS. AND INCLUDING 24 YDS.; TRANSIT MIXERS, OVER 10 YDS.; WATER TRUCKS, 7,000 GALS. AND OVER; JETTING TRUCKS, 7,000 GALS. AND OVER; VACUUM TRUCKS UNDER 7500 GALS. TRUCKS TOWING TILT BED OR FLAT BED PULL TRAILERS; LOWBED HEAVY DUTY TRANSPORT; HEAVY DUTY TRANSPORT TILLER PERSON; SELF- PROPELLED STREET SWEEPER WITH SELF-CONTAINED REFUSE BIN; BOOM TRUCK - HYDRO-LIFT OR SWEDISH TYPE EXTENSION OR RETRACTING CRANE; P.B. OR SIMILAR TYPE SELF-LOADING TRUCK; TIRE REPAIRPERSON; COMBINATION BOOTPERSON AND ROAD OILER; DRY DISTRIBUTION TRUCK (A BOOTPERSON WHEN EMPLOYED ON SUCH EQUIPMENT, SHALL RECEIVE THE RATE SPECIFIED FOR THE CLASSIFICATION OF ROAD OIL TRUCKS OR BOOTPERSON); AMMONIA NITRATE DISTRIBUTOR, DRIVER AND MIXER; SNOW GO AND/OR PLOW FOOTNOTES: ARTICULATED DUMP TRUCK; BULK CEMENT SPREADER (WITH OR WITHOUT AUGER); DUMPCRETE TRUCK; SKID TRUCK (DEBRIS BOX); DRY PRE-BATCH CONCRETE MIX TRUCKS; DUMPSTER OR SIMILAR TYPE; SLURRY TRUCK: USE DUMP TRUCK YARDAGE RATE. HEATER PLANER; ASPHALT BURNER; SCARIFIER BURNER; INDUSTRIAL LIFT TRUCK (MECHANICAL TAILGATE); UTILITY AND CLEAN-UP TRUCK: USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED. TRUCK DRIVER

CLASSIFICATIONS.....\$ 43.86 34.28

TRUCK DRIVERS: GROUP 2: DUMP TRUCKS, 6 YDS. AND UNDER 8 YDS.; TRANSIT MIXERS, THROUGH 10 YDS.; WATER TRUCKS, UNDER 7,000 GALS.; JETTING TRUCKS, UNDER 7,000 GALS.; SINGLE-UNIT FLAT RACK (3-AXLE UNIT); HIGHBED HEAVY DUTY TRANSPORT; SCISSOR TRUCK; RUBBER-TIRED MUCK CAR (NOT SELF-LOADED); RUBBER-TIRED TRUCK JUMBO; WINCH TRUCK AND ""A"" FRAME DRIVERS; COMBINATION WINCH TRUCK WITH HOIST; ROAD OIL TRUCK OR BOOTPERSON; BUGGYMOBILE; ROSS, HYSTER AND SIMILAR STRADDLE CARRIERS; SMALL RUBBER-TIRED TRACTOR FOOTNOTES: ARTICULATED DUMP TRUCK; BULK CEMENT SPREADER (WITH OR WITHOUT AUGER); DUMPCRETE TRUCK; SKID TRUCK (DEBRIS BOX); DRY PRE-BATCH CONCRETE MIX TRUCKS; DUMPSTER OR SIMILAR TYPE; SLURRY TRUCK: USE DUMP TRUCK YARDAGE RATE. HEATER PLANER; ASPHALT BURNER; SCARIFIER BURNER; INDUSTRIAL LIFT TRUCK (MECHANICAL TAILGATE); UTILITY AND CLEAN-UP TRUCK: USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED.

TRUCK DRIVER CLASSIFICATIONS.....\$ 43.56 34.28

TRUCK DRIVERS: GROUP 1: DUMP TRUCKS, UNDER 6 YDS.; SINGLE UNIT FLAT RACK (2- AXLE UNIT); NIPPER TRUCK (WHEN FLAT RACK TRUCK IS USED APPROPRIATE FLAT RACK SHALL APPLY); CONCRETE PUMP TRUCK (WHEN FLAT RACK TRUCK IS USED APPROPRIATE FLAT RACK SHALL APPLY);

CONCRETE PUMP MACHINE; FORK LIFT AND LIFT JITNEYS; FUEL AND/OR GREASE TRUCK DRIVER OR FUEL PERSON; SNOW BUGGY; STEAM CLEANING; BUS OR PERSONHAUL DRIVER; ESCORT OR PILOT CAR DRIVER; PICKUP TRUCK; TEAMSTER OILER/GREASER AND/OR SERVICEPERSON; HOOK TENDER (INCLUDING LOADING AND UNLOADING); TEAM DRIVER; TOOL ROOM ATTENDANT (REFINERIES)

FOOTNOTES: ARTICULATED DUMP TRUCK; BULK CEMENT SPREADER (WITH OR WITHOUT AUGER); DUMPCRETE TRUCK; SKID TRUCK (DEBRIS BOX); DRY PRE-BATCH CONCRETE MIX TRUCKS; DUMPSTER OR SIMILAR TYPE; SLURRY TRUCK: USE DUMP TRUCK YARDAGE RATE. HEATER PLANER; ASPHALT BURNER; SCARIFIER BURNER; INDUSTRIAL LIFT TRUCK (MECHANICAL TAILGATE); UTILITY AND CLEAN-UP TRUCK: USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED. TRUCK

DRIVER CLASSIFICATIONS.....\$ 43.26 34.28

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical

order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than **SU**, **UAVG**, **SA**, or **SC** denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The **SU** identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The **SA** identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME 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. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the **SA** identifier took effect under state law in the state from which the rates were adopted.

 WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210.

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 END OF GENERAL DECISION"

Attachment B

Form FHWA 1273

APPENDIX F
FHWA FORM 1273

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

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

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 the recipient 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.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

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

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

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

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.*

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprourement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

18 U.S.C. 1020 reads as follows:

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

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

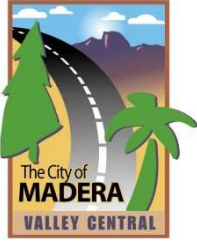
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

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

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

Appalachian region.

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



REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth

Keith Helmuth, City Engineer

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 15, 2026

Agenda Number: D-3

SUBJECT:

Water Main Replacement Crossing Fresno River, City Project No. W-09

RECOMMENDATION:

Adopt a Resolution approving the contract award for Water Main Replacement Crossing Fresno River, City Project No. W-09, for \$306,882.80 to B&L Contractors, Inc.

SUMMARY:

On July 2, 2026, the City of Madera (City) received four bids for the Water Main Replacement Crossing Fresno River, City Project No. W-09 (Project). The Project is funded from the City's Water Utility Fund. B&L Contractors, Inc. (B&L) submitted the lowest responsive and responsible bid.

DISCUSSION:

The general scope of work consists of the removal and replacement of approximately 227 linear feet of 16-inch diameter water transmission pipeline across the Fresno River near the Union Pacific Railroad (UPRR) line. The work will include mobilization, removal and replacement of the waterline, backfill, project site restoration, sheeting, shoring and temporary water diversion control.

On May 29, 2026, the City released the Project for public bidding on the PlanetBids web portal and regional builder exchanges. An Advertisement for Bids was duly published in the Madera Tribune on May 30th and June 6th of 2026.

On July 2, 2026, 4 bids were received. The bids were checked for accuracy against bidding requirements, validity of licenses, and bid security. The bids received are summarized in Table 1.

Table 1: Bid Summary	
<i>Bidder</i>	<i>Bid</i>
1. B&L Contractors, Inc.	\$306,882.80
2. Capo A General Contracting	\$320,370.77
3. Dawson-Maudlin LLC	\$375,250.00
4. JT2, Inc.	\$497,700.00
<i>Engineer's Opinion of Cost</i>	<i>\$294,450.00</i>

B&L submitted the lowest responsive, and responsible bid that meets the contract requirements. Staff recommends award of the project to B&L in the amount of \$306,882.80 and inclusion of a provision for 15 percent of contract amount for allowable project contingencies as approved by the City Engineer.

The construction budget is slightly higher for this project, in comparison to similar water main replacement projects given the project is in the Fresno River and various governmental and permitting agencies must review and approve the project. This includes:

- California State Water Resources Control Board (SWRCB)
- California Department of Fish & Wildlife (CDFW)
- California Valley Flood Protection Board (CVFPB)
- United States Army Corps of Engineers (USACE)
- Union Pacific Railroad (UPRR)

ENVIRONMENTAL REVIEW:

This project has been previously assessed for environmental review under the requirements of the California Environmental Quality Act (CEQA) and has been found to be exempt from undergoing an environmental review process. Refer to State Clearinghouse number 2023070514. The replacement of the watermain remains entirely within the scope of the permitted assessment, and as such, no further assessment under CEQA is required.

FINANCIAL IMPACT:

The Project is programmed in the Capital Improvement Program (CIP) Fiscal Year 2026/27 budget with the funding noted in Table 2. Any remaining funds in the project budget will be released back to the Water Utility Fund.

It is noted that staff is recommending a 15 percent contingency. While it is common for projects to have a 10 percent contingency, staff typically suggest a slightly greater amount for more complex projects. While this project is simply a replacement of a water line, given that it is in the Fresno River, there could potentially be unknown variables that could potentially impact construction. Should contingency funds not be required, they too would be returned to the Water fund.

Table 2: Project Budget	
<i>Line Item</i>	<i>Amount</i>
B&L Contractors, Inc. Contract	\$306,882.80
Construction Management, Inspection and Testing	\$30,000.00
Permit Compliance	\$21,000.00
Project Contingency (15 percent)	\$46,032.42
Total Project Budget	\$403,915.22
<i>Funding Source</i>	
Water Utility Fund	\$455,000.00

ALTERNATIVES:

The alternative to awarding the project is to reject all bids. Rebidding the project could result in higher bids and would delay project within the allowed construction window permitted by corresponding agencies.

ATTACHMENTS:

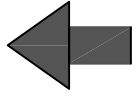
1. Location Map
2. Resolution - Contract Award
 - a. Exhibit A – Contract Agreement

Attachment 1

Location Map

PROJECT LOCATION MAP
CITY OF MADERA

Water Main Replacement from Gateway Dr. to Riverside Dr.
under the Fresno River



NORTH

Attachment 2

Resolution

RESOLUTION NO. 26-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING THE CONTRACT AWARD FOR WATER MAIN
REPLACEMENT CROSSING FRESNO RIVER, CITY PROJECT NO. W-09, IN THE
AMOUNT OF \$306,882.80 TO B&L CONTRACTORS, INC AND
AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE
CONTRACT**

WHEREAS, on May 30, 2026, the Engineering Department advertised a solicitation for construction bids for Water Main Replacement Crossing Fresno River, City Project No. W-09 hereinafter referred to as “the Project”; and

WHEREAS, four bids were received on July 2, 2026; and

WHEREAS, B&L Contractors, Inc. submitted the lowest bid and was deemed a responsive and responsible bidder; and

WHEREAS, funding for the Project is programmed in the Capital Improvement Projects Budget for Fiscal Year 2026/27 under Capital Improvement Program (CIP) Project W-09.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Council (Council) has reviewed and considered all the information presented including the report to Council from the Engineering Department.
3. The City finds that B&L Contractors, Inc. is the lowest responsible and responsive bidder.
4. The contract for the Project in the amount of \$306,882.80 to B&L Contractors, Inc., a copy of which is attached hereto as Exhibit A and referred to for particulars, is approved.
5. Council authorizes Construction Contingencies of up to 15 percent as approved by the City Engineer.
6. This Resolution is effective immediately upon adoption.

Exhibit A

Contract Agreement

AGREEMENT

THIS AGREEMENT, made this 15 day of July, 2026, between the City of Madera, hereinafter called "**OWNER**", and B&L Contractors, Inc, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "**CONTRACTOR**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the **WATER MAIN REPLACEMENT CROSSING FRESNO RIVER, CITY PROJECT NO. W-09**
2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.
3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of \$ 306,882.80, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK**.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.
5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Bid Proposal
 - (D) Bid Bond
 - (E) Agreement
 - (F) Payment Bond
 - (G) Performance Bond
 - (H) Insurance Requirements for Contractors
 - (I) Construction Plans and Specifications prepared or issued by the City of Madera entitled "**WATER MAIN REPLACEMENT CROSSING FRESNO RIVER, CITY PROJECT NO. W-09**"

Addendum No.1, dated June 15, 2026

Addendum No.2, dated June 25, 2026

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **One Thousand (\$1000.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. In no event shall total compensation exceed \$ 306,882.80 except as may otherwise be authorized in writing per Section 16. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities

equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 et. seq.

A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

1. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.
2. Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
3. Payment of an amount that is disputed by the Owner.

B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt,

will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

D. City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or

board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Reserved.

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor" means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter”.

10. In accordance with the provisions of Article 5, Chapter I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part I, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker’s Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR’S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade

in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars (\$30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or
- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life

and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars (\$25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER**. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR**.

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor**, or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation.

The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor's** negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 37-38 of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **B&L Contractors, Inc.** may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, **B&L Contractors, Inc.** shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

B. City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

1. An illegal use of funds by **B&L Contractors, Inc.**;
2. A failure by **B&L Contractors, Inc.** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **B&L Contractors, Inc.** to City.

In no event shall any payment by City or acceptance by **B&L Contractors, Inc.** constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of **B&L Contractors, Inc.** the repayment to City of any funds disbursed to **B&L Contractors, Inc.** under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

City of Madera
Engineering Department

428 E. Yosemite Avenue
Madera, CA 93638

To the Contractor **B&L Contractors, Inc.**

Notices. All notices and communications from the **B&L Contractors, Inc.** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

22. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

23. Governing Law- The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

24. City's Authority- Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

25. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of **B&L Contractors, Inc.** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **B&L Contractors, Inc.** is a duly organized and legally existing corporation in good standing in the State of California.

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City**. Furthermore, **City** shall have no right to control

or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28.Sole Agreement- This instrument constitutes the sole and only Agreement between City and **B&L Contractors, Inc.** in connection to the Project and correctly sets forth the obligations of the City and **B&L Contractors, Inc.** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

29. Assignment-Neither the **B&L Contractors, Inc.** nor City will assign its interest in this Agreement without the written consent of the other.

30. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

City of Madera
Herein Called OWNER

By: _____
Cecelia K. Gallegos, Mayor

APPROVE AS TO FORM:

Shannon L. Chaffin, City Attorney

ATTEST:

Alicia Gonzales, City Clerk

BY: **B&L Contractors, Inc.**
Herein Called CONTRACTOR

BY: _____

Federal Tax I.D. No.

Contractor License Number

DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

Acknowledgment

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

California Notary acknowledgement required to be attached.

State of California

County of _____

} ss.

On _____ before me, _____
Date *Here Insert Name and Title of the Officer*

Personally appeared _____
Name(s) of Signer(s)

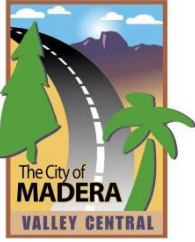
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)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

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

WITNESS my hand and official seal.

Place Notary Seal/Stamp Above

Signature of Notary Public



REPORT TO CITY COUNCIL

Approved by:

Larry Pendarvis

Larry Pendarvis, Assistant Chief

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 15, 2026

Agenda Number: D-4

SUBJECT:

Purchase of Forcible Entry Inc. 40-foot Conex Box Training Center Prop

RECOMMENDATION:

Adopt a Resolution Approving a Purchase Agreement for a 40-foot Forcible Entry Training Prop from Forcible Entry, Inc. under National Purchasing Partners (NPPgov) Purchase Contract #PS25680 for \$143,219.59.

SUMMARY:

The Fire Department is committed to continually enhancing its capabilities to meet the evolving demands of public safety. As advancements in building construction methods, materials, and safety systems continue to transform both residential and commercial structures, the knowledge and technical expertise required of firefighters have become increasingly complex. Modern fire behavior, lightweight construction, and emerging building technologies present new challenges that require firefighters to remain current with industry's best practices and evolving tactics. To effectively respond to these changing hazards, firefighters must continuously refine their skills through realistic, hands-on training that prepares them for a wide range of emergency incidents. Providing training that closely simulates real-world conditions is essential to ensuring personnel can safely and effectively protect the community while minimizing risks to themselves and others.

To support these training objectives, staff has identified a 40-foot Conex training prop (prop) that offers multiple built-in training features within a single, versatile unit. The prop can be configured to simulate a variety of emergency scenarios, allowing firefighters to practice numerous operational skills in a controlled environment. By consolidating several training functions into one system, this training prop eliminates the need to purchase multiple pieces of specialized

training equipment, resulting in a more cost-effective investment while significantly expanding the department's training capabilities for years to come.

DISCUSSION:

The Fire Department recognizes the importance of remaining current with the ever-evolving construction methods, building materials, and security features found in modern residential and commercial structures. Advancements such as reinforced doors, high-security locks, impact-resistant windows, security bars, and modern roofing systems have significantly increased the complexity of forcible entry and ventilation operations. As these construction practices continue to evolve, firefighters must continually update their knowledge and develop proficiency with the techniques and equipment necessary to gain rapid access during emergency incidents while maintaining firefighter and occupant safety.

The City currently utilizes one forcible entry training prop and one ventilation prop, which are located at separate City fire stations. While these props provide valuable training opportunities, their separation limits staff's ability to conduct comprehensive, multi-company training exercises. Staff has identified the need to consolidate these training capabilities into a single, multi-function training prop that can accommodate multiple firefighters simultaneously. A centralized training prop will allow engine and truck companies to train together in realistic emergency scenarios, improving communication, coordination, and teamwork. These multi-company evolutions closely replicate actual emergency operations, better preparing personnel to make critical decisions and perform effectively when every second counts.

To identify the most effective solution, staff researched several commercially available training systems designed to simulate a wide range of emergency operations. The proposed 40-foot Conex Training Center manufactured by Forcible Entry Inc. incorporates numerous training features into a single unit, including inward- and outward-swinging forcible entry doors, security bars for windows and doors, a vertical ventilation roof prop with adjustable roof pitch, movable interior walls and doors, ceiling pull stations, and other configurable training components. This comprehensive design provides firefighters with the opportunity to train on a variety of realistic scenarios without the need to purchase and maintain multiple standalone training props.

Staff has also evaluated similar units currently in service with the CAL FIRE/Merced County Fire Department. City personnel have trained extensively on this system and found it to be highly effective in developing and maintaining critical firefighting skills. The familiarity gained through this training will allow experienced personnel to immediately begin instructing and mentoring the remainder of staff, maximizing the value of the investment and accelerating implementation of the new training prop.

In addition to supporting Fire Department operations, staff has incorporated several optional features that will expand the training opportunities available to the City's law enforcement partners. These enhancements include an explosive breaching package for lock-side breaching techniques, a removable window assembly that can be utilized with an armored rescue vehicle

(BearCat), and reinforced doors designed for battering ram operations. These features will allow Fire and Law Enforcement personnel to conduct joint training exercises involving tactical forcible entry, strengthening interagency coordination, communication, and operational readiness during high-risk incidents requiring a unified response.

The proposed Training Center is a versatile, all-in-one training solution that provides long-term value to the City. As the City plans for the future development of a permanent training center, the modular design of the prop allows it to be easily relocated without compromising its functionality. This portability protects the City's investment by eliminating the need to purchase duplicate training equipment when a permanent facility is constructed. Once the order is placed, the manufacturer anticipates an approximate 45-day fabrication period before delivery, allowing the Department to begin utilizing the prop shortly thereafter. The purchase also includes on-sight training provided by the manufacturer.

If approved, the training facility will be placed at Fire Station 58 on a concrete pad. The concrete pad will be poured by the Public Works team. Fire Station 58 was selected given that it has adequate space.

Vendor Selection Process

Council approved Ordinance 996 C.S. on December 21, 2022, which amended the City's Municipal Code by adding Title II, Section 4 - Purchasing Procedures. This section allows the City to utilize piggyback purchasing procedures through the Purchasing Agent to purchase supplies, equipment, or services without completing the City's bidding or proposal process from any supplier who offers the goods or services at the same or better price, terms, and conditions as the supplier previously offered to another public agency as the lowest bidder pursuant to the competitive bidding or proposal process required by that other public agency.

If Council approves, this proposed purchase will be made through NPPgov, a national cooperative purchasing organization that provides a cooperative purchasing network through which public agencies may access contracts that have been competitively solicited and awarded by lead governmental entities. This approach enables participating agencies to leverage existing competitively awarded contracts when doing so is consistent with their own procurement policies and applicable public contracting laws.

The proposed Training Center is a highly specialized product. Utilizing an existing competitively awarded cooperative contract for such a specialized product allows the City to take advantage of nationally negotiated pricing and contract terms. The underlying solicitation has been reviewed, and Staff has determined that use of the cooperative contract is appropriate for this purchase.

FINANCIAL IMPACT:

With the planning of purchasing a Forcible Entry Prop, the total cost of \$143,219.59 was included in the Fiscal Year 2026/27 adopted budget and would not require a budget amendment. These funds are appropriated in the Measure K - Fire operating budget.

ALTERNATIVES:

As an alternative, Council may:

1. Request additional information on the cost, equipment type, etc.
2. Defer making the purchase.
3. Direct staff to evaluate alternative props.

ATTACHMENTS:

1. Resolution
 - a. Agreement
2. Photo of the proposed Forcible Entry prop

Attachment 1: Resolution including purchase agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING A PURCHASE AGREEMENT FOR A FORCIBLE ENTRY, INC
FORCIBLE ENTRY TRAINING PROP UNDER NATIONAL PURCHASING
PARTNERS (NPPgov) PURCHASE CONTRACT #PS25680 IN THE AMOUNT
OF \$143,219.59 FROM THE MEASURE K - FIRE OPERATING BUDGET**

WHEREAS, the City has determined that it is prudent to purchase a Forcible Entry Training Prop; and

WHEREAS, the purchase of a forcible entry training prop will help ensure City Firefighters are receiving continued training to serve and safeguard the citizens, visitors, and properties the City is charged with protecting; and

WHEREAS, staff conducted research to ensure that the new forcible entry training prop meets the needs of staff and is the most cost-effective for the City; and

WHEREAS, staff has identified Forcible Entry, Inc. as the best option; and

WHEREAS, the purchase can be made without the City soliciting formal bids because the basic specifications and corresponding purchase price have already been formally and competitively bid under a cooperative purchasing contract through National Purchasing Partners (NPPgov). The cooperative agreement allows the City to purchase the forcible entry training prop without independently negotiating new terms; and

WHEREAS, the City has appropriated funds for the forcible entry training prop in the Fiscal Year 2026/27 adopted budget; and

WHEREAS, an agreement has been prepared for the purchase that is in the best interests of the City.

NOW THEREFORE, the City Council of the City of Madera hereby finds orders and resolves as follows:

1. The above recitals are true and correct.
2. The purchase of a Forcible Entry, Inc. prop under a

National Purchasing Partners (NPPgov) Purchase Contract #PS25680, attached hereto as Exhibit A and incorporated herein, is approved.

3. This resolution is effective immediately upon adoption.

* * *

Exhibit A: Purchase Agreement

PARTICIPATING AGREEMENT

to League of Oregon Cities through National Purchasing Partners (NPPGov)

Contract No. PS25680

This Participating Agreement ("PA") is entered into by and between the City of Madera ("City") and Forcible Entry, Inc. ("Vendor") for the purpose of establishing terms applicable to the City's use of the following cooperative agreement:

Original Agreement: League of Oregon Cities through NPPGov Contract No. PS25680 (Exhibit A)

Original Contract Term: October 20, 2025 through October 20, 2029

The City intends to piggyback the above-referenced cooperative agreement in accordance with Title II, Chapter 4 of the Madera Municipal Code.

Except as specifically modified herein, all terms, conditions, pricing, and specifications of the original cooperative agreement shall remain in full force and effect.

1. INCORPORATION OF COOPERATIVE AGREEMENT

The cooperative agreement identified above is incorporated herein by reference as though fully set forth, a copy of which is maintained by the City's Purchasing Agent.

In the event of a conflict between this PA and the original cooperative agreement, the terms of this PA shall control for purchases made by the City.

2. DESCRIPTION OF GOODS AND/OR SERVICES

Training prop as identified in Exhibit B.

3. CITY OF MADERA PROCUREMENT TERMS

The following supplemental or modified terms shall apply to the City's purchases under this PA:

3.1. Indemnification

Vendor shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Vendor's performance of its obligations under this agreement or out of the operations conducted by Vendor, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other

adversarial proceeding arising from Vendor's performance of this agreement, the Vendor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

3.2. Insurance Requirements

The insurance requirements applicable to this PA shall be based on the category of goods and/or services being procured. The applicable category shall be identified below with the specific requirements attached as Exhibit C if applicable.

- Goods Only – No Insurance Required
- Goods and Services – Schedule A
- General Services – Schedule B
- Consultant Services – Schedule C
- Contractor Services – Schedule D
- Software – Schedule E
- Software as a Service (SaaS) – Schedule F

The checked schedule(s), included as Exhibit C, when applicable, and incorporated herein by reference and establishes the minimum insurance requirements applicable to Vendor under this PA.

3.3. Invoicing and Payment

Invoices shall reference the applicable City purchase order number and be submitted to:

Anthony Garcia, Battalion Chief
Anthony.garcia@fire.ca.gov

Payment terms shall be net 30 unless otherwise approved in writing by the City.

3.4. Purchase Orders

No work shall commence, and no goods shall be provided until the Vendor receives a valid City purchase order, if required by the City.

3.5. Prevailing Wage

If the work performed under this PA constitutes public works subject to California prevailing wage laws, Vendor shall comply with all applicable requirements of the California Labor Code.

4. Term

This PA shall become effective upon execution by both parties and shall remain in effect through the term of the original cooperative agreement, including any valid renewals or extensions, unless terminated earlier in accordance with the terms herein or the original cooperative agreement.

5. Authority

The individuals signing below represent and warrant that they are authorized to execute this PA on behalf of their respective parties.

CITY OF MADERA
a municipal corporation

VENDOR

By: _____
Cecelia K. Gallegos, Mayor

By: 
Paul Ferry, Sales Manager, Forcible Entry Inc.

Date: _____

Date: 07/09/2026

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Shannon L. Chaffin, City Attorney

Date: _____

Attachments:

Exhibit A, League of Oregon Cities through National Purchasing Partners (NPPGov) Contract No. PS25680

Exhibit B, Forcible Entry, Inc. Estimate 8221

Exhibit C, Schedule C

Forcible Entry, Inc

11382 Amalgam Way Ste 100
Rancho Cordova, CA 95670 US
+19163375705
Paul@fesupplyco.org
www.fesupplycompany.com



Estimate

ADDRESS	SHIP TO	ESTIMATE	8221
Anthony Garcia	Anthony Garcia	DATE	07/01/2026
Madera City Cal Fire	Madera City Cal Fire	EXPIRATION	10/01/2026
317 N Lake St	317 N Lake St	DATE	
Madera, Ca 93638	Madera, Ca 93638		
NPPGOV Contract Number - PS25680			
Membership ID - M-5718951			

SKU	DESCRIPTION	QTY	RATE	AMOUNT
NCPO- CBTC40	NCPO Forcible Entry Inc. Conex Box Training Center 40'	1	135,000.00	135,000. 00T
	"40' One-Trip Shipping Container 1 - Painted post build / Pre-delivery 1 - Fabrication for all doors, windows and roll up door props 2 - Smoke Holes for use with smoke machines (sold separately) 3 - Drainage Holes with drain covers 3 - Catalyst Force Entry Doors (CFED) Inward doors have RAM capabilities 1 - Security Screen Door mounted to CFED 1 - Drop Bar Prop mounted to CFED 1 - Wall system - 4' wide manual exterior breach wall. 2 -VES Windows with Window/Burglar Bar Prop added with Bearcat/Rook pulling capabilities - (Mounted at 36" and 40" from the bottom sill to the interior floor) 1 - Commercial Cutting Prop - modular mounting Bolt-on Mount 2 - Hinge Prop - modular mounting Bolt-on Mount 2 - Grid System - Multiple point mounting system for select props 4 - Rebar Tree Arms - modular mounting location capable via Grid System Bolt-on Mount 2 - Lock Breaking mounts - modular mounting location capable via Grid System Bolt-on Mount 1 - Roll-Up Door - Built into the end of Box 1 - Roof Prop 2- Interior walls w/residential doors 3 - Exterior decks for 1 for each CFED 2 -Blast Wall (1) 8 hour In Service Training All fabrication, painting, installation of props completed and installed prior to delivery. RUD, Roof System, lock break plates, rebar tree arms will not be installed. Product will be secured and shipped inside the container. Instruction or on-sight installation will be provided.			

FEE-CL	Customer Loyalty	Customer Loyalty one time discount	1	-5,005.00	-5,005.00
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We truly appreciate the opportunity to work for you. Please let us know if you have any questions. We accept ACH transfer or a check mailed to 11382 Amalgam Way, Ste. 100, Rancho Cordova, CA 95670
Are you tax exempt? Please be sure to send us your state issued Tax Exempt form.

SUBTOTAL	129,995.00
TAX	10,724.59
SHIPPING	2,500.00

TOTAL	\$143,219.59

Accepted By

Accepted Date

LEAGUE OF OREGON CITIES**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and Forcible Entry Inc. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Law Enforcement Equipment and Supplies, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Law Enforcement Equipment and Supplies the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2530 for Law Enforcement Equipment and Supplies; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2530 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its

sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA25680, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for four (4) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original four (4) year term, this Agreement shall automatically extend for a one (1) year period; ("Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment E) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, E, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS

REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

5.5 Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Purchaser and other additional insureds for losses paid under the insurance policies required by this Agreement. The waiver must apply to all deductibles and/or self-insured retentions applicable to the necessary insurance that the Vendor maintains.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its

obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

10.3 When a Participating Agency procures Products and Services under this Agreement using United States federal funds, including but not limited to federal grants or FEMA funding, the procurement shall be subject to the terms and conditions set forth in Attachment D – Requirements for Procurements Utilizing Federal Funds and Grants, which is incorporated herein by reference. The Vendor shall comply with all applicable federal laws, regulations, and requirements outlined in Attachment D, including but not limited to those specified in 2 C.F.R. § 200, as amended, and any additional stipulations based on the source of funding. All references to "federal" in this section and Attachment D pertain exclusively to the United States federal government.

10.4 When a Participating Agency accesses Vendor's Products and Services with United States federal funds, Vendor shall comply with the provisions set forth in Attachment D – Provisions for Non-United States Federal Entity Procurements Under United States Federal Awards or Other Awards, which is incorporated herein by reference.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and

remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:

Forcible Entry Inc.
11382 Amalgam Way
Ste. 100
Rancho Cordova, CA 95670
ATTN: Paul Ferry
paul@fesupplyco.org

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SURVIVABILITY/PARTICIPATING AGENCY DISCRETIONARY EXTENSION

Provided the laws of the jurisdiction of the Participating Agency permit survivability of the contract term through a mutually agreed upon extension of the agreement between the Participating Agency and the Vendor beyond the term of the publicly awarded Agreement, to be determined and confirmed by the Participating Agency at its sole discretion, all applicable agreements and warranties that were entered into between Vendor and the Participating Agency under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement if mutually agreed upon between the Vendor and the Participating Agency. All purchase orders issued and accepted by Vendor shall survive expiration or termination of the Agreement for the term of the purchase order or subscription, unless the Participating Agency terminates the purchase order sooner. However, regardless of the term of the purchase order or subscription, no purchase order shall survive the expiration or termination of the Agreement unless the Participating Agency makes an express finding and justification for the longer term as mutually agreed upon by the Participating Agency and Vendor. The finding and justification must either be included in the purchase order or referenced in the purchase order and maintained in the Participating Agency's procurement record. Contract maintenance and adjustments contemplated after the maturity date of the Lead Public Agency cooperative procurement contract, and prior to the expiration date of the Purchase Order or subscription, shall be individually negotiated directly between the awarded Vendor and the Participating Agency identified in that Purchase Order or subscription. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to, the administrative fee provided in the Vendor Administrative Agreement and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality, and indemnification will remain in effect after termination or expiration hereof.

ARTICLE 20 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 21 - INCORPORATION; ENTIRE AGREEMENT

21.1 All the provisions of the Attachments hereto are hereby incorporated herein and

made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

21.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 22 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 23 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 24 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

ARTICLE 25 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signed by:
Signature: Jayne Pierce
0B5CD2E162C44F4...

Printed Name: Jayne Pierce

Title: General Counsel
LEAGUE OF OREGON CITIES

Dated: October 20, 2025 | 3:31 PM PDT

VENDOR:

Signed by:
Signature: [Handwritten Signature]
EFEBAD595E004E3...

Printed Name: Paul Ferry

Title: Sales Manager
FORCIBLE ENTRY INC.

Dated: October 20, 2025 | 2:02 PM PDT

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

	Name	SKU	Description	List	LOC Price
1	NCPO - Forcible Entry Equipment Catalyst Force Entry Door	NCPO-FEE-CFED	Catalyst Force Entry Door with Stand Alone System. Crush Prop INCLUDED. Door comes 36", 32" or 30" wide(Customer must indicate). Door Comes With: 1- Complete Door, 2 -Flex Tech Jamb with HD Hinges, AR450 Academy Break System, 4 - AR450 Strike Plates, 1 - Monster Base plate with 2 Extension Plates. All Hardware included. Standard Side Unless Otherwise Requested: Left side hinge Inward. Right side hinge outward. Customer must also indicate whether it is a Direct Mount or Stand Alone door.	\$11,212.50	\$9,750
2	NCPO - Forcible Entry Equipment Wheel System (For Stand Alone Door)	NCPO-FEE-WS	Wheel System for all versions of the Stand Alone Catalyst Door. Allows efficient, easy mobility and transport while also providing framework for adding walls for close the creation of a wall for confined space training.	\$1,150	\$1,000
3	NCPO - Forcible Entry Equipment Security Screen Door (Stand alone or Direct Mount)	NCPO-FEE-SSD	Provides the addition of a working outward opening Security Screen Door mounted to the inward opening side of the Catalyst Force Entry Door door assembly.	\$3,795	\$3,300
4	NCPO - Forcible Entry Equipment Drop Bar Prop (Works on Stand Alone or Direct Mount)	NCPO-FEE-DB	Provides the addition of a working drop bar to the Catalyst Force Entry Door door assembly.	\$822.25	\$715
5	NCPO - Forcible Entry Equipment Commercial Cutting Door	NCPO-FEE-COMM	Commercial deadbolt and latch cutting prop. Needs surface / preexisting structure to mount to. Can be mounted on Catalyst Force Entry Door without mounted Security Screen Door.	\$2,277	\$1,980
6	NCPO - Forcible Entry Inc. Baseball Bat Swing Prop	NCPO-FEE-BB	The Baseball Swing Add-On is a bolt-on prop to execute the well-known forcible entry evolution with the spike/Adz of a Halligan. It affixes to the jamb of the Catalyst Force Entry Door to both our Stand Alone and Direct Mount. Regardless of the age of your door, the bolt pattern allows for easy installment and removal. Kit includes 1 baseball swing bracket, 4 pieces of lexan, and 4 consumables.	\$799.25	\$695
7	NCPO-Forcible Entry Equipment Hinge Pulling & Cutting Prop (For Stand Alone Door or Fixed Structure)	NCPO-FEE-HNG	Hinge pulling and cutting prop. Comes with mounting hardware for Stand Alone Door, Shipping Container, or Fixed Structure	\$2,156.25	\$1,875
8	Forcible Entry Equipment Tactical Breacher Upgrade (LE)	NCPO-FEE-TAC	Two bolt-in Lock Mechanism Plates that replace the Academy System and allow the use of a 32" piece of 2x6 for Kinetic, Explosive/Shape charges, and Shotgun breaching. This system also allows you to install pieces of real door for Manuel Breaching.	\$1,035	\$900
9	NCPO - Forcible Entry Equipment Explosive Breacher Package	NCPO-FEE-EX	This package includes the Tactical Breacher Upgrade plus additional brackets to mount "consumable" doors (both wood and metal). Allows hinge side explosive / shape charge breaching to consumable doors inside our CFED frame with standard construction.	\$977.50	\$850
10	NCPO - Forcible Entry Inc. Multi Mount Prop for Catalyst Forcible Entry Door	NCPO-FEE-CFED-MPM	This is a multi mount system that attaches to the side of the Catalyst Forcible Entry Door. This kit includes: Mount, (2) Rebar Tree, (1) Lock Breaking and Pulling Mount, (2) Hinge props and Through the Lock.	\$1,144.25	\$995
11	NCPO - Forcible Entry Equipment VES Window/Break and Rake Prop 1st Floor with Burglar Bar	NCPO-FEE-VES1	1st Floor window with burglar bar. 32"T x 34.5" W. Bolt pattern 36"Tx 39" W. Comes with: AR450 Window Sash - takes 1/2" - 5/8" wood dowels. 8 pieces of Polycarbonate Glass. Pryable and Cuttable Window Bar Prop attaches to window with standard 1"x2" lumber and has predrilled holes with T-bar tighteners for affixing rebar for cutting.	\$3,506.35	\$3,049
12	NCPO - Forcible Entry Equipment VES Window /Break and Rake Prop 2nd Floor (No Burglar Bar)	NCPO-FEE-VES2	NCPO - Forcible Entry Equipment VES Window /Break and Rake Prop 2nd Floor (No Burglar Bar)	\$2,931.35	\$2,549
13	NCPO - Forcible Entry Inc. Roll Up Door prop (Stand Alone)	NCPO-FEE-SA-RUD	Roll Up Door prop that stands alone on 2 monster baseplates. No requirement for attaching to structure.	\$11,212.50	\$9,750
14	NCPO Forcible Entry Inc. Stand Alone Roof Prop/Rollup door	NCPO-FEE-SA-RP-RUD	The Forcible Entry Inc. Roof Prop/Rollup Door is specifically designed to stand separate from any other prop we offer. The Roof Prop is a 12' x 12' working area that has an adjustable pitch. The Rollup door portion of the prop is used to attached consumable doors to teach proper cutting techniques with saws.	\$21,706.25	\$18,875

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15	NCPO Forcible Entry Inc. Conex Box Training Center 20	<p>NCPO-CBTC20</p> <p>20' One-Trip Shipping Container 1 - Painted post build / Pre-delivery 1 - Fabrication for all doors, windows and roll up door props 2 - Smoke Holes for use with smoke machines (sold separately) 1 - Drainage Holes with drain covers 2 - Catalyst Force Entry Doors (CFED) Inward door have RAM capabilities (3) -VES Window 1 - Security Screen Door mounted to CFED 1 - Drop Bar Prop mounted to CFED 2 -VES Windows with Window/Burglar Bar Prop added - (Mounted at 36" and 40" from the bottom sill to the interior floor) 1 - Commercial Cutting Prop - modular mounting Bolt-on Mount 1 - Hinge Prop - modular mounting Bolt-on Mount 1 - Grid System - Multiple point mounting system for select props 2 - Rebar Tree Arms - modular mounting location capable via Grid System Bolt-on Mount 2 - Lock Breaking mounts - modular mounting location capable via Grid System Bolt-on Mount 1 - Roll-Up Door - RUD-CONEX - Built into the end of Box 1 - Roof Prop 1-Blast Wall 1- Interior wall w/residential door 2 - Exterior decks for 1 for each CFED (1) 8 hour In Service Training All fabrication, painting, Installation of props completed and installed prior to delivery. RUD, lock break plates, rebar tree arms will not be installed. Product will be secured and shipped inside the container. Instruction or on-sight installation will be provided. Customer to confirm location of all props prior to build.</p>	\$97,747.70	\$84,998
16	NCPO Forcible Entry Inc. Conex Box Training Center 40'	<p>NCPO-CBTC40</p> <p>"40' One-Trip Shipping Container 1 - Painted post build / Pre-delivery 1 - Fabrication for all doors, windows and roll up door props 2 - Smoke Holes for use with smoke machines (sold separately) 3 - Drainage Holes with drain covers 3 - Catalyst Force Entry Doors (CFED) Inward doors have RAM capabilities 1 - Security Screen Door mounted to CFED 1 - Drop Bar Prop mounted to CFED 1 - Wall system - 4' wide manual exterior breach wall. 2 -VES Windows with Window/Burglar Bar Prop added with Bearcat/Rook pulling capabilities - (Mounted at 36" and 40" from the bottom sill to the interior floor) 1 - Commercial Cutting Prop - modular mounting Bolt-on Mount 2 - Hinge Prop - modular mounting Bolt-on Mount 2 - Grid System - Multiple point mounting system for select props 4 - Rebar Tree Arms - modular mounting location capable via Grid System Bolt-on Mount 2 - Lock Breaking mounts - modular mounting location capable via Grid System Bolt-on Mount 1 - Roll-Up Door - Built into the end of Box 1 - Roof Prop 2- Interior walls w/residential doors 3 - Exterior decks for 1 for each CFED 2 -Blast Wall (1) 8 hour In Service Training All fabrication, painting, Installation of props completed and installed prior to delivery. RUD, Roof System, lock break plates, rebar tree arms will not be installed. Product will be secured and shipped inside the container. Instruction or on-sight installation will be provided.</p>	\$155,250	\$135,000

17	NCPO Forcible Entry Inc. Conex Box Training (3) 20' stacked	<p>NCPO-CBTC20-3-STACK</p> <p>(3)- 20' Standard Height One-Trip Shipping Container. 1 - Painted before build, Painted post build / Pre-delivery, (4) - Catalyst Force Entry Doors: one with Security Screen Door and other with Drop Bar Prop. Inward doors have RAM capabilities (3) - Smoke Holes with Manifolds 2 on First Floor and 1 on the Second Story (3) drainage ports (2) Bail out anchor points over each of the 3 second story VES windows . 5k anchors used. (4) - Crush Prop Straps for mounting Commercial Doors, Inward doors have RAM capabilities (3) -VES Windows with Window/Burglar Bar Prop added with Bearcat/Rook pulling capabilities (3) - Window VES 2nd floor (1) - Commercial Cutting Prop - modular mounting location capable via Grid System Bolt-on Mount, (2) - Hinge Prop - modular mounting location capable via Grid System Bolt-on Mount, (4) - Rebar Tree Arms - modular mounting location capable via Grid System Bolt-on Mount, - Grid System - Multiple point mounting system for select props (2) Grid Systems (1) Blast Wall (2) - Lock Breaking mounts - modular mounting location capable via Grid System Bolt-on Mount, (1) - Roll-Up Door - RUD-CONEX - Built into the end of Box (2) -10' front porch decking (1) External stair case with landing (1) 2nd floor safety railing run to the end of Conex box - this will be slide in posts with chain style. (3) Interior Walls w/interior doors (1) roof Prop (1) 8 hour In Service Training ***Installation NOT included***</p>	\$284,941.25	\$247,775
18	NCPO Forcible Entry Inc. Conex Box Training (3) 40' stacked	<p>NCPO-CBTC40-3-STACK</p> <p>3)- 40' Standard Height One-Trip Shipping Container. 1 - Painted before build, Painted post build / Pre-delivery, (5) - Catalyst Force Entry Doors: one with Security Screen Door and other with Drop Bar Prop. (5) - Smoke Holes with Manifolds 2 on First Floor and 1 on the Second Story (5) drainage ports (2) Bail out anchor points over each of the 3 second story VES windows . 5k anchors used. (4) - Crush Prop Straps for mounting Commercial Doors, (4) -VES Windows with Window/Burglar Bar Prop added with Bearcat/Rook pulling capabilities (6) - Window VES 2nd floor (1) - Commercial Cutting Prop (NEED TO ADD) (2) - Hinge Prop (4) - Rebar Tree Arms - modular mounting location capable via Grid System Bolt-on Mount, - Grid System - Multiple point mounting system for select props (2) Grid Systems (1) Blast Wall (NEED TO ADD) (2) - Lock Breaking mounts (1) -10' front porch decking (1) External stair case with landing (1) 40' Long Steel decking on second floor. This will have safety railing on perimeter. (2) Interior Walls w/interior doors in 2nd floor structure. (3) Interior wall brackets for 1st floor (1) - Roll-Up Door - RUD-CONEX - Built into the end of Box (1) Proof Prop (1) 8 hour In Service Training</p>	\$353,630.75	\$307, 505

19	NCPO Forcible Entry Inc. Conex Box Training (5) 40' stacked	NCPO-CBTC40-5-STACK	Structural Components (5) 40' High Cube shipping containers (5) CFED Double-Man Forcible Entry Doors (2) Exit Doors (5) VES 2 Windows (1) VES 1 w/Rebar Security Bar (1) VES Window to Door Prop (1) Door-to-Window Prop (1) Commercial Cutting Door (1) Hinge Pulling/Cutting Prop (2) Grid Systems (1) Roll-Up Door with Cantilever Roof System (12' x 12') Drains and smoke holes per customer request (2) Metal Man Doors (1) Roof Prop (1) Rollup Door Prop	\$622,662	\$541,445
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Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D**to Master Price Agreement by and between VENDOR and PURCHASER.****REQUIREMENTS FOR PROCUREMENTS UTILIZING FEDERAL FUNDS AND GRANTS**

Summary of Key Provisions for Participating Agencies Utilizing U.S. Federal Funds

Participating Agencies acquiring goods or services through this contract using United States federal grants or FEMA funding are subject to specific requirements, including those outlined in 2 C.F.R. § 200. Additional stipulations may apply based on the source of funding. For reference, “federal” pertains exclusively to the United States federal government.

The following provisions are applicable solely when a Participating Agency procures Vendor equipment, products, or services with United States federal funds:

A. Equal Employment Opportunity

Contracts classified as “federally assisted construction contracts” under 41 C.F.R. § 60-1.3 must incorporate the Equal Opportunity clause pursuant to 41 C.F.R. § 60-1.4(b), ensuring compliance with Executive Order 11246 (as amended) and relevant Department of Labor regulations. This provision is included by reference.

B. Davis-Bacon Act, as Amended (40 U.S.C. § 3141-3148)

Prime construction contracts exceeding \$2,000 require adherence to the Davis-Bacon Act and related Department of Labor regulations (29 C.F.R. § 5). Contractors must pay at least the prevailing wage determined by the Secretary of Labor, with weekly payments mandated. Each solicitation must feature the current wage determination, and any violations must be reported to the awarding agency. Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145; 29 C.F.R. § 3) is also required.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708)

Contracts exceeding \$100,000 involving mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, and 29 C.F.R. § 5. Wages must reflect a standard 40-hour work week, with overtime compensated at no less than one and a half times the basic rate. Workers must not be subjected to hazardous or unsafe conditions. These rules exclude supply purchases and transportation contracts. The Vendor confirms compliance throughout the contract duration.

D. Rights to Inventions Made Under a Contract or Agreement

If the federal award qualifies as a “funding agreement” per 37 C.F.R. § 401.2(a), recipients contracting with small businesses or nonprofit organizations for research must observe 37 C.F.R. § 401 and associated regulations.

E. Clean Air Act and Federal Water Pollution Control Act

For contracts and subgrants exceeding \$150,000, full compliance with the Clean Air Act (42 U.S.C. § 7401–7671Q) and Federal Water Pollution Control Act (33 U.S.C. § 1251–1387) is mandatory. Any violations should be reported to both the awarding agency and the EPA. Vendors certify their compliance.

F. Debarment and Suspension (Executive Orders 12549 and 12689)

No contract shall be awarded to entities listed in the System for Award Management (SAM) exclusions under 2 C.F.R. § 180 and Executive Orders 12549 and 12689. Vendors confirm they are neither debarred nor excluded by any federal agency.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

Vendors must submit requisite certifications and refrain from utilizing federal funds to influence government officials in relation to contracts, grants, or awards. All lobbying with non-federal funds must be disclosed and communicated across all tiers. Vendors agree to adhere strictly to the Byrd Anti-Lobbying Amendment.

H. Record Retention Requirements

Vendors shall retain records in accordance with 2 C.F.R. § 200.333 for three years beyond final report submission and until all matters have been resolved.

I. Energy Policy and Conservation Act Compliance

Where relevant, Vendors must comply with mandatory energy efficiency standards detailed in the state energy conservation plan under the Energy Policy and Conservation Act.

J. Buy American Provisions Compliance

When applicable, Vendors must comply with the Buy American Act and ensure purchases adhere to procurement rules that require free and open competition.

K. Access to Records (2 C.F.R. § 200.336)

Vendors grant authorized representatives of federal agencies access to pertinent books, documents, papers, and records for audits, examinations, excerpts, and transcriptions, as well as personnel interviews relating to such records.

L. Procurement of Recovered Materials (2 C.F.R. § 200.322)

Non-federal entities that are state agencies or political subdivisions and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This includes procuring items designated in EPA guidelines (40 C.F.R. § 247) containing the highest practical percentage of recovered materials, maximizing energy and resource recovery for solid waste management, and establishing affirmative procurement programs for recovered materials as specified by EPA.

Entities utilizing United States federal grant or FEMA funds for procurement may be subject to further requirements, including those under 2 C.F.R. § 200, with all references to "federal" denoting the United States federal government.

Entities using U.S. federal grant or FEMA funds for procurement may be subject to additional requirements under 2 C.F.R. § 200. All references to "federal" are specific to the United States federal government.

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the “Lead Contracting Agency Endorsement and Authorization” or “Participating Agency Endorsement and Authorization,” as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “Lead Contracting Agency”

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

**LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the League of Oregon Cities (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:

A49AFD929F7246E...

Date: June 13, 2023

BY: Patricia M. Mulvihill
ITS: Executive Director

League of Oregon Cities Contact Information:

Contact Person: Kevin Toon
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: rfp@orcities.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____

Attachment 2: Photo of proposed prop

Picture of proposed 40' Training Prop

