

BOARD OF DIRECTORS FEBRUARY 6, 2019 SUPPLEMENTAL INFORMATION

ITEM #E10 – ELEVATOR MAINTENANCE
ITEM #E12 EXTERIOR SECURITY LIGHTING

AMENDMENT 1

TO CONTRACT MNT18-65

BETWEEN

OMNITRANS

AND

5 STAR ELEVATOR SERVICE, INC.

Elevator Maintenance

This Contract Amendment 1, effective February 6, 2019 entered into by and between Omnitrans (hereinafter called "OMNITRANS") and 5 Star Elevator Service, Inc. (hereinafter called "CONTRACTOR").

RECITALS

WHEREAS:

- I. Omnitrans and Contractor entered into Contract MNT18-65 on March 1, 2018; and
- II. Section 12. ASSIGNMENT, states "This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement." Contractor now desires to obtain Omnitrans' consent to assign contract to Schindler Elevator Corporation.
- **NOW THEREFORE**, in consideration of the forgoing, OMNITRANS agrees as follows:
 - I. Omnitrans consents to the assignment by Contractor of Agreement as a result of an asset purchase agreement with Schindler Elevator Corporation.
- II. Contract Cover Page, change Contractor's name and address to:

Schindler Elevator Corporation 1556 N. Case Street Orange, CA 92867

III. Contract Section 7. NOTIFICATION, To CONTRACTOR, delete in its entirety and replace with the following:

Schindler Elevator Corporation 1556 N. Case Street Orange, CA 92867 Attn: John Hodge Territory Manager IV. Unless changed herein, the remainder of Contract MNT18-65 remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 1 to Contract MNT18-65 to be executed on the date shown below, and effective as written above.

OMNITRANS	SCHINDLER ELEVATOR CORPORATION
P. Scott Graham CEO/General Manager	John Hodge Territory Manager
Dated:	Dated:
CM	



CONTRACT AGREEMENT

between

CONTRACTOR) CONTRACT DOCUMENTS
Foddrill Construction Corporation PO Box 826 Chino, CA 91708) CONTRACT NO. SSR19-41
Chino, CA 91700	Exterior Security Lighting
(hereinafter "CONTRACTOR"))
Telephone: (909) 591-4095 Email: leonora@foddrillconstruction.com)))
And)) Contract Amount: \$114,919.04))
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 (hereinafter "OMNITRANS")))))))) Omnitrans Project Manager:) Name: Mark Crosby) Title: Security & Emergency Preparedness



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This Agreement is made and entered into as of this <u>6</u> day of <u>February 2019</u>, by and between Omnitrans (hereinafter referred to as "OMNITRANS") and <u>Foddrill Construction</u> <u>Corporation</u> (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Section 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

- A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through <u>August 5, 2019</u>, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement.

3. CONTRACT OPTIONS

- A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:
 - 1) Any options that were requested by Omnitrans and/or contained in the Contractor's BID or offer must have been evaluated in making the contract award prior to exercising any such options.
 - 2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.
- B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

4. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a LUMP SUM basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed One Hundred Fourteen Thousand Nine Hundred Nineteen Dollars And Four Cents (\$114,919.04), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

5. INVOICING AND PAYMENT

A. CONTRACTOR shall invoice OMNITRANS on a monthly basis no later than the 15th of each month. CONTRACTOR shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS 1700 West Fifth Street San Bernardino, CA 92411 Attn: Accounts Payable

Accountspayable@omnitrans.org

Each invoice shall include, at minimum, the following information:

- Contract number
- Invoice number
- Description of Service
- Purchase Order Number
- Information as requested by OMNITRANS
- B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

C. TITLE

- a. Title shall pass to Omnitrans at the time of payment.
- b. The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.
- c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.
- d. The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the Omnitrans proper bills of sale or other written instruments of title in a form as required by Omnitrans; said instruments shall convey to the Omnitrans' title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.
- e. Contractor shall have title to and bear the risk of any loss of or damage to Work purchased hereunder until they are delivered, unloaded, and received by Omnitrans at the FOB Destination specified herein. Contractor's responsibility for loss or damage except for loss or damage resulting from Contractor's negligence, shall cease when title passes to Omnitrans.

6. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS: To CONTRACTOR:

Omnitrans Foddrill Construction Corporation

1700 West Fifth Street PO Box 826
San Bernardino, CA 92411 Chino, CA 91708
Attn: Angelica Jara Attn: Oscar Sevilla

Title: Contract Review Analyst Title: Director of Project Management

8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Mark Crosby, Security & Emergency Preparedness Coord

- a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.
- b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:

- 1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.
- 2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.
- 3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.
- c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. Contractor's Key Personnel

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

<u>Name</u>	<u>Role</u>
Oscar Sevilla	Director of Project Management
Ken Shope	Director of Operations
Eileen Orozco	Project Manager

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

9. DISPUTE RESOLUTION

Any disputes between the successful CONTRACTOR and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

- A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.
- B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.
- C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.
- D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

11. TERMINATION FOR BREACH OF AGREEMENT

A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.

- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.
- C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.
- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.
- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

13. SUBCONTRACTING

OMNITRANS hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not OMNITRANS, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against OMNITRANS,

Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

- a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or
- b. Permit any subcontract to be assigned or transferred; or
- c. Allow work to be performed by anyone other than the original subcontractor listed below.

Subcontractor's Name and Address	Work to Be Performed
N/A	N/A

14. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

15. INSURANCE

A. INSURANCE REQUIREMENTS

1) General Requirements for Contractor

a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below: b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

2) Deductibles or Self-Insured Retention (SIR)

SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3) Other Insurance Provisions

a. Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers. officials, employees, agents, and volunteers.

- For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.
- 2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

b. Workers' Compensation

If the Contractor has employees as defined by the State of California, the Contractor 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 Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

c. Care, Custody, and Control

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

4) Acceptability of Insurers

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII.**

5) Verification of Coverage

- a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.
- b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7) Notification of Terminated Insurance

Insurance shall not be terminated or expire without thirty (30) days written or electronic notice, and are required to be maintained in force until completion of the contract.

B. MINIMUM INSURANCE COVERAGE

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

1)	Commercial General Liability including Products/Completed Operations: \$1,000,000; per occurrence for bodily and property damage liability and \$2,000,000 aggregate; Omnitrans named and endorsed as an Additional Insured.
2)	Automobile Liability: \$1,000,000; per occurrence for bodily and property damage liability and aggregate; <i>Omnitrans named and endorsed as an Additional Insured.</i>
3)	☐ Errors and Omissions Liability: \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$3,000,000 aggregate or,
4)	☐ Professional Liability: \$1,000,000; per occurrence and aggregate.
5)	Workers' Compensation: statutory limits or,
6)	☐ Self Insurance Program : a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
7)	Employer's Liability: \$1,000,000; per occurrence.
8)	☐ Environmental Liability: \$1,000,000; per occurrence and aggregate; Omnitrans named and endorsed as an Additional Insured.
9)	☐ Umbrella Policy: \$4,000,000; per occurrence and aggregate Additional coverage for the above policies, <i>Omnitrans Additional Insured</i> .
10)	All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

16. INDEMNITY

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

17. REVISIONS IN SCOPE OF WORK

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

18. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.
- B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the sole and exclusive property of OMNITRANS. Copies may be made for CONTRACTOR's records, but shall not be furnished to others without prior written authorization from OMNITRANS. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by OMNITRANS.

20. OWNERSHIP RIGHTS

- In the event OMNITRANS rightfully obtains copies of Proprietary Data under Α. the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.
- B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered "work for hire" as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with OMNITRANS' Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by OMNITRANS, CONTRACTOR shall continue to perform in accordance with this Agreement.

23. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

24. STANDARD OF PERFORMANCE

- A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.
- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of \$250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

27. COMPLIANCE WITH LAW

- A. CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.
- B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

28. COMPLIANCE WITH LOBBYING POLICIES

A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

29. PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.
- B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.
- C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

30. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

31. FORCE MAJEURE

Performance of each and all CONTRACTOR's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONTRACTOR's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or OMNITRANS' control.

32. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

- A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.
- B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.
- C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

35. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

36. LICENSING, PERMITS AND INSPECTION COSTS

- Α. The CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONTRACTOR further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. CONTRACTOR shall notify OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. inability shall be cause for termination of this Agreement.
- B. CONTRACTOR shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

37. **PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of RFQ-SSR19-41 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated December 19, 2018 and its Appendices, Exhibits. Attachments.

38. **ENTIRE AGREEMENT**

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS	Foddrill Construction Corporation		
P. Scott Graham CEO/General Manager	Leonora Foddrill CEO/President		
Date	Date		
	Federal Tax I.D. No. <u>32-01-8405</u>		
CM			

I. PURPOSE

Contractor shall remove existing exterior lighting fixtures and provide and install LED lighting fixtures. All lighting involved with this project is replacement lighting.

II. DELIVERY / PERFORMANCE LOCATION

Omnitrans East Valley Facility, 1700 West 5th Street, San Bernardino, CA 92411.

III. OPERATIONAL MANUALS

Contractor shall provide one (1) operations/user manual for each item acquired.

IV. QUALITY

All items must be new. Contractor shall not bid discontinued fixtures or fixtures that will be discontinued within ten (10) months after installation.

V. WARRANTY

Lighting fixtures shall come with manufactures warranty or longer. Warranty period for each light fixture shall be listed in the contractor's bid.

VI. INSTALLATION

Contractor shall install all lighting fixtures that are outlined in the project specifications. Contractor must be a C-10 Electrical Contractor and all work performed must be by a General Electrician. Lighting fixtures shall be installed per manufacturer's specifications.

VII. PROJECT SPECIFICATIONS

- A. Contractor shall provide a detailed construction schedule that identifies the start and completion dates.
- B. Contractor shall remove all parts of old fixtures no longer in use.
- C. During installation Contractor shall:
 - 1. Demolish and dispose of any material removed from existing lighting fixtures.
 - 2. Ensure the compatibility, safety and applicability of the lighting fixture, retrofit or lamp with the electrical system and mounting surface.
 - 3. Ensure all fixtures and retrofit kits are mounted securely to the mounted surfaces. Refer to the manufacturer's installation instructions of each product for mounting details.
 - 4. Ensure all electrical connections are wired appropriately.
 - 5. Removal of all parts of old fixtures no longer in use.

D. Incentives

Contractor shall research all available incentives for this Exterior Security Lighting Project. Incentives may come from Federal, State, City, Utilities, Manufacture, etc. Incentives shall be listed in the Contractor's bid. Prior to project closeout – Contractor shall apply for all available incentives on behalf of Omnitrans.

E. Meetings

- 1. Contractor shall attend the following meetings, complete with preparation and follow-up:
 - a. Pre-construction logistics meeting to include:
 - i. Introduction to team members
 - ii. Understand roles and responsibilities
 - iii. Discuss the construction schedule
 - iv. Learn the submittal transmittal process
 - v. Contractor shall establish a mechanism for ongoing verification/inspection of work.
 - b. Construction kickoff meeting:
 - i. Resolve any remaining pre-construction issues
 - ii. Discuss safety concerns
 - iii. begin construction on site
 - c. Regular construction meetings (weekly):
 - i. Discuss punch list items
 - ii. Discuss the progress of the project
 - iii. Discuss safety issues with upcoming work
 - d. Final job walk:
 - i. Contractor shall schedule meeting with Omnitrans' Project Manager and Facilities representative.
 - ii. Convey substantial completion to project team members
 - iii. Request final acceptance
- 2. Contractor is responsible for providing meeting agendas, meeting minutes, and sign in sheets.
- 3. Contractor shall review meeting minutes and resolve all action items assigned to Contractor by the due date indicated in the minutes.

F. Logistics:

- 1. Contractor shall coordinate logistics with Omnitrans to ensure safe and timely execution of work.
- 2. At a minimum, Contractor shall perform the following activities:
 - a. Contractor shall work with Omnitrans' Project Manager to understand and abide by safety and security procedures, as applicable.

- b. Omnitrans shall assist to coordinate parking for Contractor's vehicles. The parking strategy will be finalized in the pre-construction logistics meeting.
- c. Omnitrans shall designate an area of the facility for equipment storage and staging. The storage and staging area will be finalized in the preconstruction meeting.
- d. Contractor shall coordinate with Omnitrans prior to moving Contractor's equipment, tools, and materials onto the project site at the start of the project.
- e. Contractor shall be responsible for the security of Contractor's property, equipment, construction materials and all other items contained in the Contractor's staging area or elsewhere.
- f. Contractor shall notify Omnitrans one week prior to any scheduled shutdowns of electrical systems, equipment or utilities.
- g. Work areas will be cleaned up prior to vacating for the day.

G. Safety and Security

- 1. Contractor is expected to foster and operate in a safe, secure and expeditious manner at all times.
- 2. Any Contractor employee may suspend work under this SOW out of a concern for safety. Should the Contractor encounter an unsafe situation during performance under the SOW, work should be stopped immediately.
- 3. Omnitrans' personnel have the authority to immediately suspend the current unsafe activity so long as such suspension doesn't create or further exacerbate an unsafe situation. In such a case where the immediate cessation of performance would pose further harm, work may continue only to the point where it prevents the loss of life or limb (i.e., item remains broken but does not pose a further risk). Only the Omnitrans Safety and Security Office may direct the resumption of work after such a situation.

H. Work Hours

- 1. Work hours are strictly limited to the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday with the exception of recognized Omnitrans Holidays.
- 2. Work outside of these hours requires the prior consent of Omnitrans' Project Manager.

I. Notification of Problems

Contractor shall immediately notify Omnitrans' Project Manager of all issues that may result in a delay of the project and/or impact the quality of the work.

J. Refuse Disposal

- 1. All equipment and materials demolished under the terms of this project are to become the property of the Contractor and to be removed from the site and properly disposed.
- 2. Contractor shall be responsible for the removal and disposal of all currently installed material. Contractor shall be responsible for hauling off and appropriately disposing of any trash, debris, etc. to an acceptable off-base facility for proper disposal.
- 3. Contractor shall also be responsible for appropriately removing, processing, and/or disposing of hazardous materials encountered during execution of this contract in accordance with federal, state and local statues and codes. Contractor shall be responsible for providing Omnitrans with appropriate documentation regarding the disposal of all hazardous materials.
- 4. Lamps, bulbs, and ballasts will be disposed of in accordance with Federal, State and City requirements.
- 5. Non-hazardous recyclable material will be recycled whenever possible.

K. Lighting Specifications

- 1. The basis of design for this lighting project is Holophane lights, or approved equal.
- 2. Lighting fixture, brackets, etc. provided shall be the brand / model specified or an approved equal that shall at a minimum meet the specifications below:

EAST VALLEY- MAINTENANCE AND OPERATIONS BUILDING

Line No.	Qty	Туре	Catalog #	Description	Approx. Installation Height	Picture
1.	42	WALLPACK ON BUILDING	W4GLED 20C1000 40K T3M 277 SPD P3 AO BZSDP	Wallpack® IV Glass LED (W4GLED): W4GLED, 20 LED, 4000K, Type III Medium, 277 Volt, 20kV/10kA (Standard), NEMA Twistlock 3-pin receptacle, Field adjustable output, Bronze W4GLED20C100040KT3277SPDP3AO BZSDP	16 ft.	
2.	42	PHOTOCELL	DLL480 1.5 CUL JU	DLL480 1.5 CUL JU photocell 20 year long lasting life	16 ft.	
3.	2	CCTV STATION	HVT 2X4 DOP 5500LM 35K MVOLT SLD 80CRI ZT	Low Profile LED (HVT): Low Profile LED, 2' x 4', Opal, 5500 lumens, 3500K, 120-277V, Step-level dimming, 80 CRI, 0-10V dimming HVT2X4DOP5500LM35KMVOLTSLD8 OCRIZT	8 ft.	

Line No.	Qty	Туре	Catalog #	Description	Approx. Installation Height	Picture
4.	2	SECURITY STATION #2	HZL1N L48 7000LM FST MVOLT 35K 80CRI WH	Lensed LED Striplight (HZL1N): HZL1N, 48", 7,000 Lumens, Snap On Frosted, Diffuse, MVOLT 120-277V, 3,500K, 80 CRI, White HZL1NL487000LMFSTMVOLT35K80C RIWH	7 ft.	
5.	1	SECURITY STATION #1	HVT 2X4 DOP 5500LM 35K MVOLT SLD 80CRI ZT	Low Profile LED (HVT): Low Profile LED, 2' x 4', Opal, 5500 lumens, 3500K, 120-277V, Step-level dimming, 80 CRI, 0-10V dimming HVT2X4DOP5500LM35KMVOLTSLD8 OCRIZT	8 ft.	
6.	1	SECURITY STATION #1	HVT 1X4 DOP 3900LM 35K MVOLT SLD 80CRI	Low Profile LED (HVT): Low Profile LED, 1' x 4', Opal, 3900 lumens, 3500K, 120-277V, Step-level dimming, 80 CRI HVT1X4DOP3900LM35KMVOLTSLD8 OCRI	8 ft.	

Line No.	Qty	Туре	Catalog #	Description	Approx. Installation Height	Picture
7.	2	FLOOD TOP BUILDING 1000 W	ACP1LED 610A MVOLT 66 4K TM BZ PCSS	American Compact Floodlight LED Medium (ACP1LED): ACP1LED, 6 Modules, 1050 mA Driver, Multiple Voltage (120V-277V), 6X6 - Flat Glass, 4000K, Tenon Slipfitter (Knuckle), Bronze Superdurable Paint Over Standard Pretreat, DSS 120- 277V Photocontrol	40 ft.	
8.	8	L4 FLOODS ON WASH STATION	ACPOLED PK3 MVOLT WFR 40K YK BZSDP 10KVMP PER3 DM DLL 05 43	American Compact Floodlight LED (ACPOLED): ACPOLED, 14,000 lumen package, Multiple Voltage (120V-277V), Wide flood rectangular (6x5), 4000K, Yoke painted steel standard length, Bronze super durable, 10kV/5kA MOV pack fail on, (P3) Photocontrol receptacle, 0-10V dimming controls, Solid State long life photocontrol, 5 ft. cord length, 14 gauge, 3 conductor ACPOLEDPK3MVOLTWFR40KYKBZSD P10KVMPPER3DMDLL0543	16 ft.	

Line No.	Qty	Туре	Catalog #	Description	Approx. Installation Height	Picture
9.	30	BUS PARKING AREA	ATBM H MVOLT R5 DDB AO PCLL	Autobahn LED Roadway - M Series (ATBM): ATBM, 17,400 Lumen Package, MVOLT, Roadway Type V, Dark Bronze, Field Adjustable Output, Solid State Long Life Photocontrol ATBMHMVOLTR5DDBAOPCLL	28 ft.	
10.	30	ARMS FOR BUS PARKING	HZ 24 BOW BZ	Non-Decorative Horizontal Arm (HZ): HZ, 24 Inches, 1 Unit - 2 Hole Drill Pattern W For SSA and SSS Poles, Bronze Powder Coat	28 ft.	

Line No.	Qty	Туре	Catalog #	Description	Approx. Installation Height	Picture
11.	14	FLOODS PERIMETER	ACPOLED PK5 MVOLT WFR 40K TM BZSDP 10KVMP PER3 DM DLL	American Compact Floodlight LED (ACPOLED): ACPOLED, 22,000 lumen range, Multiple Voltage (120V-277V), Wide flood rectangular (6x5), 4000K, Tenon slipfitter, Bronze super durable, 10kV/5kA MOV pack fail on, (P3) Photocontrol receptacle, 0-10V dimming controls, Solid State long life photocontrol ACPOLEDPK5MVOLTWFR40KTMBZSD P10KVMPPER3DMDLL	Varies from 32 ft. to 34 ft.	
12.	1	FLOOD ON FUEL STATION	ACPOLED PK5 MVOLT WFR 40K YK BZSDP 10KVMP PER3 DM DLL 05 43	American Compact Floodlight LED (ACPOLED): ACPOLED, 22,000 lumen range, Multiple Voltage (120V-277V), Wide flood rectangular (6x5), 4000K, Yoke painted steel standard length, Bronze super durable, 10kV/5kA MOV pack fail on, (P3) Photocontrol receptacle, 0-10V dimming controls, Solid State long life photocontrol, 5 ft. cord length, 14 gauge, 3 conductor ACPOLEDPK5MVOLTWFR40KYKBZSD P10KVMPPER3DMDLL0543	15 ft.	

Line No.	Qty	Туре	Catalog #	Description	Approx. Installation Height	Picture
13.	2	WASH STATION WALLPACKS	W4GLED 20C1000 40K T3M 277 SPD P3 AO BZSDP	Wallpack® IV Glass LED (W4GLED): W4GLED, 20 LED, 4000K, Type III Medium, 277 Volt, 20kV/10kA (Standard), NEMA Twistlock 3-pin receptacle, Field adjustable output, Bronze W4GLED20C100040KT3M277SPDAO BZSDP	Varies from 9 ft. to 14 ft.	
14.	6	FUEL STATION	PXLW 10000LM MDU5 MVOLT 40K 80CRI PM CD5W- 6 HKMW DWHXD	Petrolux LED (PXLW): Petrolux LED, 10000 Lumen, Medium, MVOLT, 4000K, 80 CRI, Pendant Mount, White 5 Wire drop cord, 6 Ft Cord, 3/4" wet listed hook male, White PXLW10000LMMDU5MVOLT4K80CRI PMCD5W-6HKMWDWHXD	18 ft.	

EAST VALLEY- ADMINISTRATIVE BUILDING

Line No.	Qty	Туре	Catalog #	Description	Approx. Installation Height	Picture
15.	1	FLOOD TOP BUILDING	ACP1LED 510A MVOLT 66 4K TM BZ PCSS	American Compact Floodlight LED Medium (ACP1LED): ACP1LED, 5 Modules, 1050 mA Driver, Multiple Voltage (120V-277V), 6X6 - Flat Glass, 4000K, Tenon Slipfitter (Knuckle), Bronze Super durable Paint Over Standard Pretreat, DSS 120-277V Photocontrol ACP1LED510AMVOLT664KTMBZPCSS	32 ft.	
16.	1	STAIRWAY	EVT4 8000LM FST MD MVOLT GZ10 40K 80CRI	Rough Service EVT4 LED (EVT4 LED): EVT4, 8,000 Lumens, Frosted polycarbonate lens, Medium Distribution, MVOLT, 0-10V dimming, 4000K, 80 CRI EVT48000LMFSTMDMVOLTGZ1040K 80CRI	10 ft.	

Line No.	Qty	Type	Catalog #	Description	Approx. Installation Height	Picture
17.	1	2 ND FLOOR STAIRWAY	HVT 2X4 DOP 5500LM 40K MVOLT SLD 80CRI ZT	Low Profile LED (HVT): Low Profile LED, 2' x 4', Opal, 5500 lumens, 4000K, 120-277V, Step-level dimming, 80 CRI, 0-10V dimming HVT2X4DOP5500LM40KMVOLTSLD80CR	13 ft.	
18.	2	FLAG POLE	ACPOLED PK3 MVOLT WFR 40K YK BZSDP 10KVMP PER3 DM DLL 05 43	American Compact Floodlight LED (ACPOLED): ACPOLED, 14,000 lumen package, Multiple Voltage (120V-277V), Wide flood rectangular (6x5), 4000K, Yoke painted steel standard length, Bronze super durable, 10kV/5kA MOV pack fail on, (P3) Photocontrol receptacle, 0-10V dimming controls, Solid State long life photocontrol, 5 ft. cord length, 14 gauge, 3 conductor ACPOLEDPK3MVOLTWFR40KYKBZSD P10KVMPPER3DMDLL0543	On the ground	

Line No.	Qty	Туре	Catalog #	Description	Approx. Installation Height	Picture
19.	1	SIGN	SVLED2 SVL PK1 MVOLT 40K PLM BNSDP	LED Sign Lighting (SVLED2): SVLED2, SignVue Optics, 6,000 Lumens, Autosensing 120-277, 4000K Color Temperature, Plate Style Mount, Brown Super Durable Paint, Standard Surge Protector SVLED2SVLPK1MVOLT40KPLMBNSDP	On the ground	
20.	8	EMPLOYEE PARKING LOT	ATB0 30BLEDE15 MVOLT R5 DDB UMR AO PCLL	Autobahn LED Roadway - Small (ATB0): ATB0, 30B Chips, 1500mA Driver, MVOLT, Roadway Type V, 4000K (Standard), Dark Bronze, Terminal Block (Standard), UMR UNIVERSAL HORIZONTAL ARM 1-1/4 (1-5/8 OD) X 8IN RND POLE, 3 Pin NEMA Photocontrol Receptacle (Standard), Field Adjustable Output, Solid-State Long Life Photocontrol ATB030BLEDE15MVOLTR5DDBUMRA OPCLL	38 ft.	

Line No.	Qty	Type	Catalog #	Description	Approx. Installation Height	Picture
21.	19	SOFFIT LIGHTING	LRT10 55LM 40K G4 80CRI ZTP CS	Retrofit for 10" soffit lighting 5500 Lumens 4000K MVOLT Gen 4 80CRI dimming Parabolic Clear specular	Varies from 12 ft. 18 ft.	

Line No.	Qty	Туре	Catalog #	Description	Approx. Installation Height	Picture
22.	5	PATIO LIGHTS	LRT8 28LM 40K G4 80CRI ZTP CS	Retrofit for 8" soffit lighting 2800 Lumens 4000K MVOLT Gen 4 80CRI dimming Parabolic Clear specular	12 ft.	

ATTACHMENT B N/A

ATTACHMENT C - PRICING SSR19-41 EXTERIOR SECURITY LIGHTING

Line				Foddrill Construction			
No.	Description	Unit	Quantity	Unit Price	Total Amount		
EAST V	VALLEY – MAINTENANCE AND	OPERAT	TON BUILE	DING			
1	Wall Pack	EA	42	442.80	\$ 18,597.60		
2	Photocell	EA	42	24.30	1,020.60		
3	CCTV Station	EA	2	164.70	329.40		
4	Security Station #2	EA	2	135.00	270.00		
5	Security Station #1	EA	1	164.48	164.48		
6	Security Station #1	EA	1	140.40	140.40		
7	Flood Top Building 1000W	EA	2	1,020.87	2,041.74		
8	L4 floods on Wash Station	EA	8	714.64	5,717.12		
9	Bus Parking Area	EA	30	477.04	14,311.20		
10	Arms for Bus Parking	EA	30	89.21	2,676.30		
11	Floods Perimeter	EA	14	773.66	10,831.24		
12	Flood on Fuel Station	EA	1	815.40	815.40		
13	Wash Station Wall Packs	EA	2	442.42	884.84		
14	Fuel Station	EA	6	578.23	3,469.38		
15	Flood Top Building	EA	1	970.49	970.49		
EAST V	VALLEY – ADMINISTRATIVE BU	JILDING					
16	Stairway	EA	1	348.52	348.52		
17	2nd Floor Stairway	EA	1	164.48	164.48		
18	Flag Pole	EA	2	714.64	1,429.28		
19	Sign	EA	1	487.62	487.62		
20	Employee Parking Lot	EA	8	515.38	4,123.04		
21	Soffit Lighting	EA	19	320.44	6,088.36		
22	Patio Lights	EA	5	223.56	1,117.80		
	Subtotal				\$ 75,999.29		
23	Labor	LS	1		11,906.24		
24	Bonds	LS	1		5,500.00		
25	Insurance	LS	1		3,500.00		
26	Permits	LS	1		500.00		
27	Overhead (7.98 %)	LS	1		7,772.96		
28	Profit (10 %)	LS	1		9,740.55		
	Total Lump Sum Bid Am	ount			\$ 114,919.04		

OmniTrans

PERSONNEL POLICY MANUAL

POLICY 707 PAGE 1 OF 6

SUBJECT

PROHIBITING WEAPONS IN THE WORKPLACE

APPROVED BY OMNITRANS BOARD OF DIRECTORS

DATE: June 7, 2017

I. Purpose

It is the policy of Omnitrans to maintain a work environment that is safe for all persons, including the community, and conducive to attaining high work standards. To achieve these objectives, the Agency prohibits the possession of firearms and weapons in the work place, regardless of any license or permit that an individual may have which otherwise authorizes the individual to carry firearms or weapons.

It is illegal and a criminal violation to possess weapons in public buildings (California Penal Code 171b and 171.7).

II. Scope

This policy applies to all Omnitrans employees, including but not limited to staffing agency workers and contractors working for or with the Agency at any time, regardless of whether the Agency is the actual employer.

Possession of firearms and weapons is prohibited at all Omnitrans' offices, parking lots, agency vehicles and job sites, and in all Agency vehicles.

The following person/s are exempt from this policy as stated: a guard of a contract carrier operating an armored vehicle, and any law enforcement officer who is carrying out official duties engaged in protecting and preserving property or life within the scope of his or her employment.

Omnitrans will strictly enforce this policy. Violation of this policy will result in immediate disciplinary action, up to and including termination.

III. Procedure

A. <u>COMMUNICATION OF POLICY</u>

- (a) Each employee of the Agency shall receive a copy of this policy at the time of his/her hire and shall sign a copy of the acknowledgment. Employees who were employed before the effective date of this policy shall also receive a copy of this policy and shall sign a copy of the acknowledgment. A copy of the signed acknowledgment and of all new and revised policies throughout the employee's employment shall be maintained in each employee's personnel file.
- (b) A copy of this policy shall be attached to each contractor's contract, and shall become a part of its contract. The contractor shall be responsible for communicating this policy to its employees and any subcontractors to which the contractor sublets any portion of its contract.

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B. PROHIBITED CONDUCT

- (a) The transportation of firearms or weapons in Agency vehicles is prohibited. This includes but is not limited to:
 - (1) to and from work,
 - (2) when conducting Agency business,
 - (3) at all times in Agency-owned or leased vehicles.
- (b) The possession or carrying of permitted and non-permitted firearms or weapons while at Agency buildings, parking lots, sponsored events, and job sites.
- (c) Exception: Power actuated tools which are manufactured for the use of fastening building materials and sanctioned tools for the purpose of performing Agency job duties are not subject to this policy.

C. SEARCH

- (a) Omnitrans reserves the right to conduct reasonable, unannounced searches of Agency premises and personal searches of employees and others while entering, on, or leaving Agency premises, including, but not limited to, personal effects, vehicles, lockers, desks, tool boxes, clothing, meal containers, and baggage. Searches will be conducted when the Agency has a reasonable suspicion to believe that a particular employee may be in possession of a weapon or firearm.
- (b) "Reasonable suspicion" is defined as a suspicion that is based on specific personal observations such as an employee's manner, disposition, behavior, speech, information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable, or a suspicion that is based on other surrounding circumstances.
- (c) Individuals refusing to allow an inspection will not be detained or forced to submit to the inspection. Refusal violates Agency policy and constitutes an act of insubordination constituting disciplinary action, up to and including separation of the employment relationship. Non-employees who refuse to allow an inspection will not be permitted on Agency premises and will be required to immediately leave the premises. Employees will be relieved of all duties while pending investigation.

D. <u>DISCIPLINE</u>

(a) Violations of any portion of this policy will subject the employee to discipline,

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up to and including separation of employment.

(b) Violations by a contractor's employee or subcontractor of any portion of this policy may constitute a breach of contract and regardless will mandate the immediate removal of the contractor's employee from Agency premises, prohibition against the individual accessing Agency premises in the future, and may also constitute a breach of contract.

E. REPORT OF VIOLATIONS

1. Employee Violations

Employees are required to report violations of this policy without regard to the relationship between the individual who initiates the prohibited behavior and the individual reporting it. An employee who believes that another employee may be in violation of this policy must report the alleged violation to the employee's manager or supervisor, the department director, security, or the appropriate departmental Human Resources representative.

Departments are responsible for implementing this policy. The Agency will promptly investigate allegations of violations of this policy.

Omnitrans reserves the right to authorize searches for prohibited weapons on its property when a violation is reported or when probable cause or reasonable suspicion is present consistent with law.

Employees should be aware that there is no reasonable expectation of privacy with respect to weapons in the workplace. The Agency's right to conduct searches includes, but is not limited to, such areas and items as lockers, desks, workstations, offices, purses, briefcases, bags, toolboxes, and lunch bags.

Searches of the employee's work area and belongings, as described above, may be conducted by the Security & Emergency Preparedness Coordinator, or designee. Searches of all types, including surrounding agency property, personal property and the employee may be conducted by law enforcement in accordance with law should reasonable suspicion be present. Any weapon found in violation of this policy may be confiscated. Refusal to permit a search may result in discipline, up to and including separation.

2. Visitor Violations

Visitors are not allowed to carry a weapon on the premises. Any visitor carrying a weapon into a posted no-carry agency facility is creating an elevated risk to security and safety that warrants a response leading to compliance with the law. If the visitor

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poses an immediate risk to security or safety, law enforcement shall be notified immediately by calling 9-911. The visitor shall be considered an immediate risk to safety and security if he/she is acting in an aggressive, belligerent, confrontational, suspicious or in an otherwise questionable manner while carrying a weapon.

F. FALSE REPORTS

Employees making intentionally false and malicious complaints of weapons in the workplace will be subject to disciplinary action, up to and including separation and/or will be reported to the proper authorities as appropriate.

G. ROLES AND RESPONSIBILITIES

Employees are responsible for understanding and complying with the Policy Prohibiting Weapons in the Workplace.

Whenever there is a question as to whether an instrument, article or substance is considered a weapon in violation of this policy, it is the employee's responsibility to seek clarification. Employees seeking clarification should direct their questions to the agency's Security & Emergency Preparedness Coordinator at 909-379-7117 prior to bringing the item(s) to Omnitrans work sites and events, as well as agency-owned or leased facilities or vehicles.

H. SAFETY FIRST

In applying this policy, no employee shall take any action that will risk his or her own safety or the safety of other individuals. No attempt should ever be made by an employee to restrain or forcibly evict an armed person from agency premises.

An individual's continued non-compliance after being properly informed of the law (California Penal Code 171 (b)) will result in notification to law enforcement and discipline, up to and including separation of employment. Employees should notify security immediately.

An employee who feels an imminent danger to his or her own safety or the safety or security of others, should avoid any interaction with the individual. Immediately contact law enforcement by calling 9-911 and security at 909-379-7117.

I. ANTI-RETALIATION PROVISION

Omnitrans strictly prohibits any retaliation against an employee who has reported a possible breach of policy. If an employee feels that he or she has been subjected to retaliation in violation of this policy, the employee must immediately report it to his or her supervisor or other designated Human Resources representative.

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SUBJECT PROHIBITING WEAPONS IN THE WORKPLACE	APPROVED BY OMNITRANS BOARD OF DIRECTORS
	DATE: June 7, 2017

J. DEFINITIONS

- 1. **Firearm or weapon includes, but is not limited to:** A weapon, a pistol or rifle, whether loaded or unloaded, capable of firing a projectile and using an explosive as a propellant.
 - A firearm, whether loaded or unloaded, from which a shot may be discharged including but not limited to handguns, pistols, revolvers, shotguns, rifles, and bb guns;
 - A gun that can discharge a shot or a projectile by means of an explosive or gas, or compressed air;
 - A device designed to be used as a weapon, from which can be expelled a projectile by the force of any explosion or force of combustion;
 - Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
 - Any destructive device;
 - Any device designed as a weapon and capable of producing great bodily harm, including but not limited to, stun guns, stun batons;
 - An electric weapon such as a taser gun;
 - Any combustible or flammable liquid, or other substance, device, or instrumentality that, in a manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm;
 - Any knife that is carried with intention or calculation to produce death or great bodily harm having a blade length in excess of four (4) inches, the blade of which is fixed or is capable of being fixed in an unguarded position by the use of one or two hands. Switchblades are specifically prohibited. (Knives intended to be used as eating utensils, and stored or maintained in office kitchens or lunchrooms do not represent a violation of this policy.)
- 2. **Office**: All permanent facilities, all mobile facilities, all leased facilities, and any facility designated as an office by the agency.
- 3. **Parking lot**: All lots at permanent facility, park and rides, lots at project sites, any lot that the agency designates as a parking lot that is not at a permanent facility or project site.
- 4. **Agency vehicle**: All agency-owned buses/vehicles, all agency-leased buses/vehicles, all agency-rental buses/vehicles, and all personal vehicles for which the owner receives a vehicle allowance, all personal vehicles where the owner receives reimbursement for mileage.

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PROHIBITING WEAPONS IN THE WORKPLACE	APPROVED BOARD OF DATE: June	DIRECTO				

- 5. **Search**: To examine in order to find something concealed.
- 6. **Job sites**: Any and all locations where the agency conducts business.

SIGNS

- 1. At each entrance to buildings, parking lots, and project sites, a sign shall be posted in a location that is conspicuous to all who could enter a building, parking lot, or project site.
- 2. Signs shall have wording or pictogram that prohibits firearms, weapons and give notice of video surveillance. Signs shall be vandalism resistant and of the quality that they will not fade due to the elements.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: SC-23-102-2-2018-1

ISSUE DATE: August 22, 2018

EXPIRATION DATE OF DETERMINATION: July 31, 2019** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

		Employer Payments				Straight-Time		Overtime Hourly Rates			
Classification ^a (Journeyperson)	Basic Hourly	Health and	Pension	Vacation/ and	Training	Other Payment	Hours	Total Hourly	Daily ^b	Saturdaybc	Sunday and
	Rate	Welfare		Holiday ^d				Rate	1 1/2X	1 1/2X	Holiday
CLASSIFICATIO	N GROUP	S									
Group 1	\$34.24	7.32	8.03	4.84	0.69	0.61	8	55.73	72.850	72.850	89.97
Group 2	34.79	7.32	8.03	4.84	0.69	0.61	8	56.28	73.675	73.675	91.07
Group 3	35.34	7.32	8.03	4.84	0.69	0.61	8	56.83	74.500	74.500	92.17
Group 4	36.89	7.32	8.03	4.84	0.69	0.61	8	58.38	76.825	76.825	95.27
Group 5	37.24	7.32	8.03	4.84	0.69	0.61	8	58.73	77.350	77.350	95.97

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

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

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

^a For classification within each group, see page 14.

^b Any hours worked over 12 hours in a single workday are double (2) time.

^c Saturdays in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather or similar Act of God, or a situation beyond the employers control.

^d Includes an amount per hour worked for supplemental dues

CLASSIFICATION GROUPS

GROUP 1

Boring Machine Helper (Outside)

Certified Confined Space Laborer

Cleaning and Handling of Panel Forms

Concrete Screeding for Rough Strike-Off

Concrete, Water Curing

Demolition Laborer, the cleaning of brick if performed by an employee

performing any other phase of demolition work, and the cleaning of lumber

Fiberoptic Installation, Blowing, Splicing, and Testing Technician on public right-of- way only

Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers

Flagman

Gas, Oil and/or Water Pipeline Laborer

Laborer, Asphalt-Rubber Material Loader

Laborer, General or Construction

Laborer, General Cleanup

Laborer, Jetting

Laborer, Temporary Water and Air Lines

Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching

Post Hole Digger (Manual)

Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad

Construction Track Laborers

Rigging and Signaling

Scaler

Slip Form Raisers

Tarman and Mortar Man

Tool Crib or Tool House Laborer

Traffic Control by any method

Water Well Driller Helper

Window Cleaner

Wire Mesh Pulling - All Concrete Pouring Operations

GROUP 2

Asphalt Shoveler

Cement Dumper (on 1 yard or larger mixer and handling bulk cement)

Cesspool Digger and Installer

Chucktender

Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks

Concrete Curer-Impervious Membrane and Form Oiler

Cutting Torch Operator (Demolition)

Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction

Gas, Oil and/or Water Pipeline Wrapper-Pot Tender and Form Man

Guinea Chaser

Headerboard Man-Asphalt

Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt

Laborer, Packing Rod Steel and Pans Membrane Vapor Barrier Installer

Power Broom Sweepers (small)

Riprap, Stonepaver, placing stone or wet sacked concrete

Roto Scraper and Tiller Sandblaster (Pot Tender)

Septic Tank Digger and Installer (leadman)

GROUP 2 (continued)

Tank Scaler and Cleaner

Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type Brush Shredders

Underground Laborer, including Caisson Bellower

GROUP 3

Asphalt Installation of all fabrics

Buggymobile Man

Compactor (all types including Tampers, Barko, Wacker)

Concrete Cutting Torch

Concrete Pile Cutter

Driller, Jackhammer, 2 1/2 ft. drill steel or longer

Dri Pak-it Machine

Gas, Oil and/or Water Pipeline Wrapper - 6-inch pipe and over by any method, inside and out

Impact Wrench, Multi-Plate

Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials

Laborer, Fence Erector

Material Hoseman (Walls, Slabs, Floors and Decks)

Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers work

Pipelayer's backup man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services

Power Post Hole Digger

Rock Slinger

Rotary Scarifier or Multiple Head Concrete Chipping Scarifier

Steel Headerboard Man and Guideline Setter

Trenching Machine, Hand Propelled

GROUP 4

Any Worker Exposed to Raw Sewage

Asphalt Raker, Luteman, Ironer, Asphalt Dumpman, and Asphalt Spreader Boxes (all types)

Concrete Core Cutter (walls, floors or ceilings), Grinder or Sander

Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete

Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging Hammer

Head Rock Slinger

High Scaler (including drilling of same)

Laborer, Asphalt-Rubber Distributor Bootman

Laser Beam in connection with Laborer's work

Oversize Concrete Vibrator Operator, 70 pounds and over

Pipelayer

Prefabricated Manhole Installer

Sandblaster (Nozzleman), Water Blasting, Porta Shot-Blast

Subsurface Imaging Laborer

Traffic Lane Closure, certified

GROUP 5

Blasters Powderman

Driller

Toxic Waste Removal

Welding, certified or otherwise in connection with Laborers' work

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

DETERMINATION: SBR-2018-2						EMPLOYE	R PAYMENTS	STRAIG	HT-TIME	OVER	RATE			
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
#	BRICKLAYER, STONEMASON,												·	
	MARBLE MASON, CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER	8/22/2018	04/30/2019**	A 40.390	8.250	6.660	-	в 0.970	0.450	c 8.0	56.720	D 76.920	D 76.920	97.110
#	BRICKLAYER:													
	MASON FINISHER	8/22/2018	04/30/2019*	A 28.320	8.250	8.020	-	в 0.860	0.450	c 8.0	45.900	D 60.060	D 60.060	74.220
# E	BRICK TENDER	8/22/2018	06/30/2019**	32.260	7.320	7.780	F 4.350	0.650	0.440	C 8.0	52.800	68.930	68.930	85.060
#	BRICK TENDER:													
	FORKLIFT OPERATOR	8/22/2018	06/30/2019**	32.710	7.320	7.780	F 4.350	0.650	0.440	c 8.0	53.250	69.600	69.600	85.960
#	CARPET, LINOLEUM,													
	RESILIENT TILE LAYER	8/22/2018	12/31/2018**	G 33.850	5.330	6.550	2.050	0.630	0.280	8.0	48.690	65.610	н 65.610	82.540
1	MATERIAL HANDLER	2/22/2018	04/30/2018*	G 11.000	5.330	2.390	0.550	0.630	0.180	8.0	20.080	25.580	J 25.580	31.080
#	DRYWALL FINISHER													
	DRYWALL FINISHER	2/22/2018	09/30/2018**	G 38.580	8.450	6.380	3.070	0.670	0.670	8.0	57.820	77.110	к 77.110	96.400
#	ELECTRICIAN:													
	COMM & SYSTEM INSTALLER	2/22/2018	12/31/2018**	32.490	7.870	L 5.000	-	0.650	м 0.300	8.0	47.280	N 64.020	N 64.020	80.750
0	INSIDE WIREMAN - ZONE A	8/22/2018	05/26/2019**	P 38.290	10.470	L 13.090	-	0.680	Q 0.540	8.0	64.500	R 84.490	R 84.490	104.480
0	CABLE SPLICER - ZONE A	8/22/2018	05/26/2019**	P 39.790	10.470	L 13.090	-	0.680	Q 0.560	8.0	66.060	R 86.840	R 86.840	107.610
0	TUNNEL WIREMAN - ZONE A	8/22/2018	05/26/2019**	P 42.120	10.470	L 13.090	-	0.680	Q 0.590	8.0	68.490	R 90.480	R 90.480	112.470
#	FIELD SURVEYOR:													
S	CHIEF OF PARTY (018.167-010)	2/22/2018	09/30/2018**	48.860	11.450	9.650	F 4.620	1.100	0.150	8.0	75.830	N 100.260	N 100.260	124.690
S	INSTRUMENTMAN (018.167-034)	2/22/2018	09/30/2018**	46.360	11.450	9.650	F 4.450	1.100	0.150	8.0	73.160	N 96.340	N 96.340	119.520
s	CHAINMAN/RODMAN (869.567-010)	2/22/2018	09/30/2018**	45.780	11.450	9.650	F 4.400	1.100	0.150	8.0	72.530	N 95.420	N 95.420	118.310
#	GLAZIER	8/22/2018	05/31/2019**	т 44.200	∪ 7.500	15.310	V -	0.770	0.710	8.0	68.490	w 89.590	w 89.590	110.690
#	MARBLE FINISHER	8/22/2018	05/31/2019**	x 32.430	9.250	3.120	-	0.890	0.370	8.0	46.060	Y 62.280	z 62.280	AA 78.490
#	PAINTER													
AB	INDUSTRIAL PAINTER	8/22/2018	06/30/2019**	P 32.520	8.850	3.040	2.850	0.700	0.910	8.0	48.870	AC 65.130	AC 65.130	AC 65.130
#	PAINTER:													
AB	PAINTER, LEAD ABATEMENT	8/22/2018	06/30/2019**	P 31.120	8.850	3.040	2.550	0.600	0.910	8.0	47.070	AC 62.630	AC 62.630	AC 62.630
AB	REPAINT PAINTER, LEAD ABATEMENT	8/22/2018	06/30/2019**	Р 27.590	8.850	3.040	2.430	0.600	0.910	8.0	43.420	AD 57.220	AD 57.220	AD 57.220
AB	INDUSTRIAL REPAINT PAINTER	8/22/2018	06/30/2019**	P 28.840	8.850	3.040	2.710	0.700	0.910	8.0	45.050	AD 59.470	AD 59.470	AD 59.470
#	PLASTERER	8/22/2018	08/06/2019**	36.860	9.380	4.840	AE 5.850	0.780	1.040	AF 8.0	58.750	AC 77.180	AG 77.180	95.610
# AH	PLASTER TENDER	8/22/2018	08/06/2019**	36.370	7.320	7.430	AE 5.150	1.020	0.960	8.0	58.250	AI 76.430	AJ 76.430	94.620
	PLASTER CLEAN-UP LABORER	8/22/2018	08/06/2019**	33.820	7.320	7.430	AE 5.150	1.020	0.960	8.0	55.700	Al 72.610	AJ 72.610	89.520
#	PLUMBER:													
	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	8/22/2018	08/31/2019**	AK 50.130	8.910	AL 11.750	AM -	2.250	AN 1.260	8.0	74.300	D 98.520	D 98.520	121.110
	SEWER AND STORM DRAIN PIPELAYER	8/22/2018	08/31/2019**	AK 37.240	8.800	AL 8.900	AM -	1.980	AN 1.260	8.0	58.180	75.950	AO 75.950	93.110
AP	SEWER AND STORM DRAIN PIPE TRADESMAN SERVICE & REPAIR (PLUMBER/HVAC-	8/22/2018	08/31/2019**	AQ 18.490	8.550	0.380	-	1.110	AN 1.110	8.0	29.640	38.030	AO 38.030	46.430
	FITTER)	8/22/2018	08/31/2019**	AK 48.580	8.910	AL 11.440		1.580	AN 1.260	8.0	71.770	95.210	AR 95.210	AS 117.030
	LANDSCAPE/IRRIGATION FITTER	8/22/2018	08/31/2019**	× 33.150	8.910	AL 11.750	AM -	1.640	AN 1.060	AO 8.0	56.510	73.080	73.080	88.310
AT	LANDSCAPE/IRRIGATION TRADESMAN	8/22/2018	08/31/2019**	× 14.670	3.000	AL 0.880	-	0.100	AN 0.860	AO 8.0	19.510	26.850	26.850	34.180

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

DET	ERMINATION: SBR-2018-2			EMPLOYE	R PAYMENTS	STRAIG	HT-TIME	OVERTIME HOURLY RATE						
	CRAFT (JOURNEY LEVEL)		EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
AU	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	8/22/2018	12/31/2018**	39.730	9.670	AV 11.810	-	0.520	0.250	8.0	61.980	81.850	81.850	101.710
AV	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	8/22/2018	12/31/2018**	44.610	9.620	15.400	AX -	1.550	AY 0.300	8.0	71.480	93.790	AZ 93.790	116.090
#	ROOFER	8/22/2018	07/31/2019**	BA 38.120	8.310	вв 8.120	BC -	0.510	BD 0.630	8.0	55.690	D 72.880	D 72.880	90.060
	PITCH WORK	8/22/2018	07/31/2019**	ва 39.870	8.310	вв 8.120	BC -	0.510	BD 0.630	8.0	57.440	D 75.500	D 75.500	93.560
	PREPARER	8/22/2018	07/31/2019**	BA 39.120	8.310	вв 8.120	BC -	0.510	BD 0.630	8.0	56.690	D 74.380	D 74.380	92.060
#	SHEET METAL WORKER	8/22/2018	06/30/2019**	P 44.280	10.620	BE 17.040	-	0.820	0.650	8.0	73.410	BF 95.550	BF 95.550	117.690
#	TERRAZZO FINISHER	8/22/2018	08/31/2019*	G 31.250	8.970	3.790	AX -	0.650	0.260	0.8 OA	44.920	Y 60.540	BG 60.540	AA 76.170
#	TERRAZZO WORKER	8/22/2018	08/31/2019*	G 38.390	9.250	3.970	AX -	0.960	0.260	0.8 OA	52.830	Y 72.030	BG 72.030	AA 91.220
#	TILE FINISHER	8/22/2018	05/31/2019**	x 27.230	8.830	2.150	-	0.820	0.310	8.0	39.340	Y 52.960	z 52.960	AA 66.570
#	TILE LAYER	8/22/2018	05/31/2019**	x 39.060	9.250	6.970	-	1.000	0.370	8.0	56.650	Y 76.180	z 76.180	AA 95.710
	FOOTNOTES													

LOCALITY: SAN BERNARDINO COUNTY DETERMINATION: SBR-2018-2

- * EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- ** THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
- INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.
- & THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF AND CONTRACT COMPLIANCE.
- B INCLUDES AN AMOUNT FOR IMI TRAINING FUND.
- C SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER, OR REASONS BEYOND THE CONTROL OF THE EMPLOYER.
- D RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- E THE RATIO OF BRICK TENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICK TENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.
- F INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- G INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- RATE APPLIES TO THE FIRST 12 HOURS WORKED ON SATURDAY, ALL OTHER TIME IS PAID AT DOUBLE TIME. SATURDAY MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE FOR THE FIRST 8
 HOURS IF INCLEMENT WEATHER FORCES A SYNTHETIC/ARTIFICIAL TURF PROJECT TO SHUT DOWN DURING THE REGULAR WORK WEEK (MONDAY THOUGH FRIDAY).
- I A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.
- J RATE APPLIES TO THE FIRST 12 HOURS ON SATURDAY, ALL OTHER TIME IS PAID AT DOUBLE TIME.
- RATE APPLIES TO FIRST 8 HOURS ONLY. DOUBLE TIME THEREAFTER. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- L IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- M INCLUDES AN AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND THE ADMINISTRATIVE MAINTENANCE FUND.
- N RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- O ZONE A IS DEFINED AS THE PORTION OF THE COUNTY 80 ROAD MILES FROM U.S. POST OFFICE, 455 W. ORANGE SHOW ROAD, SAN BERNARDINO. ZONE B IS DEFINED AS ANY WORK OUTSIDE OF ZONE A (80 MILE FREE ZONE) WHICH REQUIRES AN ADDITIONAL \$12.00 PER HOUR FOR TRAVEL/SUBSISTENCE. PAY SHALL BE ON A SEPARATE CHECK.
- P INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
- IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, \$0.28 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME Q HOURLY RATES FOR THE LABOR MANAGEMENTCOOPERATION COMMITTEE FUND. AMOUNT FOR LABOR MANAGEMENTCOOPERATION COMMITTEE FUND IS NOT FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER
- RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. ALL OVERTIME WORKED DAILY OR ON SATURDAYS, FOR SERVICE AND REPAIR WORK OTHER THAN NEW WORK, MAY BE PAID AT THE RATE OF TIME AND ONE-HALF.
- S DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
- T INCLUDES AMOUNT WITHHELD FOR DUES CHECKOFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES \$2.00 OF VACATION THAT IS NOT FACTORED IN THE OVERTIME RATES.
- U INCLUDES AN AMOUNT PER HOUR WORKED OR PAID TO DISABILITY FUND.
- V INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- RATE APPLIES TO THE FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- X INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.
- Y RATE APPLIES TO FIRST TWO DAILY OVERTIME HOURS WORKED; ALL OTHER OVERTIME IS PAID AT THE HOLIDAY OVERTIME HOURLY RATE.
- RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL HOURS IN EXCESS
- Z OF 10 HOURS DAILY OR 50 HOURS WEEKLY ARE PAID AT THE HOLIDAY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AA RATE APPLIES TO WORK ON HOLIDAYS ONLY; SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE.
- AB AN ADDITIONAL \$0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
- AC DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.

LOCALITY: SAN BERNARDINO COUNTY

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- ON REPAINT WAGE WORK ANY 8 HOURS IN A 24 HOUR PERIOD MONDAY THROUGH SUNDAY SHALL BE THE WORK DAY AND ANY 40 HOURS IN A WEEK SHALL BE THE WORK WEEK, PROVIDED THAT THE 40 AD HOURS IS WORKED IN 5 CONSECUTIVE DAYS (LEGAL HOLIDAYS WILL NOT BE COUNTED IN THE 5 CONSECUTIVE DAYS). FOR ALL WORK UNDER THIS CRAFT/CLASSIFICATION DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
- AE INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR SUPPLEMENTAL DUES.
- AF SATURDAY IN THE SAME WORKWEEK MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE IF IT IS NOT POSSIBLE TO COMPLETE FORTY HOURS OF WORK MONDAY THROUGH FRIDAY WHEN THE JOB IS SHUT DOWN DUE TO INCLEMENT WEATHER OR SIMILAR ACT OF GOD, OR BEYOND THE CONTRACTOR'S CONTROL.
- AG RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
 - THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK ON THE JOBSITE, EXCEPT ON SMALL PATCH WORK WHERE ONLY ONE PLASTERER IS PERFORMING WORK. FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 3 PLASTERERS.
- AH FOR INSIDE FINISH COATINGS THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 3 PLASTERERS. ON OUTSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK, THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 2 PLASTERERS.
- AI ALL WORK PERFORMED AFTER TWELVE (12) HOURS IN A DAY SHALL BE PAID AT THE SUNDAY/HOLIDAY RATE.
- AJ RATE APPLIES TO THE FIRST EIGHT HOURS ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAY WORK MAY BE PAID AT THE STRAIGHT TIME RATE IF THE JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- AK INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED INTO OVERTIME AND AN AMOUNT FOR VACATION WHICH IS FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AL INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREE'S X-MAS FUND.
- AM AMOUNT INCLUDED IN BASIC HOURLY RATE AND FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AN INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.
- AO SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AP PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
- AQ INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- AR SATURDAY MAY BE WORKED AT STRAIGHT-TIME RATE, PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS PER DAY OR 40 HOURS PER WEEK.
- AS DOUBLE TIME SHALL BE PAID FOR NEW YEAR'S DAY, EASTER SUNDAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS.
- TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE
- AT LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO JOURNEYMAN OR APPRENTICE.
- AU RATE APPLIES TO REMAINDER OF COUNTY.
- AV INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.
- AW APPLIES TO THE CITIES OF ONTARIO AND MONTCLAIR.
- AX INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- AY AMOUNT IS FOR INDUSTRY PROMOTION FUND AND P.I.P.E. FUND.
- AZ RATE APPLIES TO THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.
- BA INCLUDE AMOUNTS FOR DUES CHECK OFF AND VACATION/HOLIDAY, WHICH ARE NOT FACTORED INTO OVERTIME.
- BB INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- BC INCLUDED IN BASIC HOURLY RATE. VACATION IS NOT FACTORED INTO OVERTIME
- BD INCLUDE AMOUNTS FOR ADMINISTRATIVE FUND, COMPLIANCE FUND, INDUSTRY FUND, AND RESEARCH AND EDUCATION TRUST FUND.
- BE PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- RATE APPLIES FOR THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY/HOLIDAY RATE.
- SATURDAYS IN THE SAME WORKWEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

DETER	RMINATION: SBR-2018-2			INCREASE 1 INCREASE 2					INCR	EASE 3	INCF	REASE 4		REASE 5	INCE	INCREASE 6		REASE 7	
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	DATE OF NEXT CHANGE	AMOUNT INCREA	-	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	OF	
	BRICKLAYER, STONEMASON,																		
	MARBLE MASON, CEMEN I BLOCKLAYER, POINTER, CAULKER, CLEANER	8/22/2018	04/30/2019**	5/1/2019	\$1.88	Α	5/1/2020	\$1.96 A											
В	BRICK TENDER	8/22/2018	06/30/2019**	7/1/2019	\$1.60	Α	7/1/2020	\$1.55 A											
	BRICK TENDER:																		
	FORKLIFT OPERATOR	8/22/2018	06/30/2019**	7/1/2019	\$1.60	Α	7/1/2020	\$1.55 A											
	CARPET, LINOLEUM,																		
	RESILIENT TILE LAYER	8/22/2018	12/31/2018**	1/1/2019	\$1.50	С													
	DRYWALL FINISHER																		
	DRYWALL FINISHER	2/22/2018	09/30/2018**	10/1/2018	\$2.35	D	10/1/2019	\$2.40 A											
	ELECTRICIAN:																		
	COMM & SYSTEM INSTALLER	2/22/2018	12/31/2018**	1/1/2019	\$2.00	Α													
Е	INSIDE WIREMAN - ZONE A	8/22/2018	05/26/2019**	5/27/2019	\$2.00	Α													
Е	CABLE SPLICER - ZONE A	8/22/2018	05/26/2019**	5/27/2019	\$2.00	Α													
Е	TUNNEL WIREMAN - ZONE A	8/22/2018	05/26/2019**	5/27/2019	\$2.00	Α													
	FIELD SURVEYOR:																		
F	CHIEF OF PARTY (018.167-010)	2/22/2018	09/30/2018**	10/1/2018	\$2.30	Α													
F	INSTRUMENTMAN (018.167-034)	2/22/2018	09/30/2018**	10/1/2018	\$2.30	Α													
F	CHAINMAN/RODMAN (869.567-010)	2/22/2018	09/30/2018**	10/1/2018	\$2.30	Α													
	GLAZIER	8/22/2018	05/31/2019**	6/1/2019	\$2.77	G	1/1/2020	-\$3.46 H											
	MARBLE FINISHER	8/22/2018	05/31/2019**	6/1/2019	\$1.85	Α													
	PAINTER																		
1	INDUSTRIAL PAINTER	8/22/2018	06/30/2019**	7/1/2019	\$2.65	J	7/1/2020	\$2.65 K											
	PAINTER:																		
1	PAINTER, LEAD ABATEMENT	8/22/2018	06/30/2019**	7/1/2019	\$2.15	L	7/1/2020	\$2.15 M											
1	REPAINT PAINTER, LEAD ABATEMENT	8/22/2018	06/30/2019**	7/1/2019	\$2.15	L	7/1/2020	\$2.15 M											
1	INDUSTRIAL REPAINT PAINTER	8/22/2018	06/30/2019**	7/1/2019	\$2.65	J	7/1/2020	\$2.65 K											
	PLASTERER	8/22/2018	08/06/2019**	8/7/2019	\$2.05	Α	8/5/2020	\$2.20 A	8/4/2021	\$2.20 A									
N	PLASTER TENDER	8/22/2018	08/06/2019**	8/7/2019	\$2.05	Α	8/5/2020	\$2.20 A	8/4/2021	\$2.20 A									
	PLASTER CLEAN-UP LABORER	8/22/2018	08/06/2019**	8/7/2019	\$2.05	Α	8/5/2020	\$2.20 A	8/4/2021	\$2.20 A									
	PLUMBER:																		
	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	8/22/2018	08/31/2019**	9/1/2019	\$2.01	Α	9/1/2020	\$2.01 A	9/1/2021	\$2.26 A	9/1/2022	\$2.26 A	9/1/2023	\$2.35 A	9/1/2024	\$2.50 A	9/1/2025	\$2.50	Α
	SEWER AND STORM DRAIN PIPELAYER	8/22/2018	08/31/2019**	9/1/2019	\$2.01	Α	9/1/2020	\$2.01 A	9/1/2021	\$2.26 A	9/1/2022	\$2.26 A	9/1/2023	\$2.35 A	9/1/2024	\$2.50 A	9/1/2025	\$2.50	Α
0	SEWER AND STORM DRAIN PIPE TRADESMAN SERVICE & REPAIR	8/22/2018	08/31/2019**	9/1/2019	\$0.80	Α	9/1/2020	\$0.80 A	9/1/2021	\$0.90 A	9/1/2022	\$0.90 A	9/1/2023	\$0.94 A	9/1/2024	\$1.00 A	9/1/2025	\$1.00	Α
	(PLUMBER/HVAC-FITTER)	8/22/2018	08/31/2019**	9/1/2019	\$2.01	Α	9/1/2020	\$2.01 A	9/1/2021	\$2.26 A	9/1/2022	\$2.26 A		\$2.35 A	9/1/2024	\$2.50 A	9/1/2025	1	Α
	LANDSCAPE/IRRIGATION FITTER	8/22/2018	08/31/2019**	9/1/2019	\$2.01	Α	9/1/2020	\$2.01 A	9/1/2021	\$2.26 A	9/1/2022	\$2.26 A	9/1/2023	\$2.35 A	9/1/2024	\$2.50 A	9/1/2025	\$2.50	Α

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

LOCALITY: SAN BERNARDINO COUNTY

DETERMINATION: SBR-2018-2

THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT A (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED. AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.

- THE RATIO OF BRICK TENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICK TENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.
- C \$1.50 TO THE BASIC HOURLY RATE.
- D \$1.60 TO THE BASIC HOURLY RATE, \$0.40 TO HEALTH & WELFARE, \$0.25 TO PENSION AND \$0.10 TO OTHER PAYMENTS.
- ZONE A IS DEFINED AS THE PORTION OF THE COUNTY 80 ROAD MILES FROM U.S. POST OFFICE, 455 W. ORANGE SHOW ROAD, SAN BERNARDINO. ZONE B IS DEFINED AS ANY WORK OUTSIDE OF ZONE A (80 MILE FREE ZONE) WHICH REQUIRES AN ADDITIONAL \$12.00 PER HOUR FOR TRAVEL/SUBSISTENCE. PAY SHALL BE ON A SEPARATE CHECK.
- F DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
- G \$0.25 TO H&W. \$1.10 TO PENSION. \$0.17 TO OTHER AND \$1.25 TO BE ALLOCATED TO WAGES AND/OR FRINGES.
- H \$3.46 DECREASE TO PENSION.
- I AN ADDITIONAL \$0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
- J \$1.50 TO THE BASIC HOURLY RATE, \$0.05 TO HEALTH & WELFARE, \$1.00 TO PENSION AND \$0.10 TO OTHER.
- K \$1.50 TO THE BASIC HOURLY RATE, \$0.90 TO PENSION AND \$0.25 TO WAGES AND/OR FRINGES.
- L \$1.00 TO THE BASIC HOURLY RATE. \$0.05 TO HEALTH & WELFARE. \$1.00 TO PENSION AND \$0.10 TO OTHER.
- M \$1.00 TO THE BASIC HOURLY RATE, \$0.90 TO PENSION AND \$0.25 TO WAGES AND/OR FRINGES.
- THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK ON THE JOBSITE, EXCEPT ON SMALL PATCH WORK WHERE ONLY ONE PLASTERER IS PERFORMING WORK. FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 3 PLASTERERS. FOR INSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK, THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 2 PLASTERERS.
- O PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
- TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR
- P APPRENTICE LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS. TO JOURNEYMAN OR APPRENTICE.
- Q RATE APPLIES TO REMAINDER OF COUNTY.
- R \$0.35 TO HEALTH AND WELFARE AND \$0.20 TO PENSION.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

DETER	MINATION: SBR-2018-2			EMPLOYER	PAYMENTS	STRAIG	HT-TIME	OVER	RATE					
	CRAFT (JOURNEY LEVEL)		EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
#	CARPET, LINOLEUM,													
	RESILIENT TILE LAYER - SECOND SHIFT	8/22/2018	12/31/2018**	A 40.620	5.330	6.550	2.050	0.630	0.280	8.0	55.460	75.770	75.770	96.080
В	MATERIAL HANDLER - SECOND SHIFT	2/22/2018	04/30/2018*	A 13.200	5.330	2.390	0.550	0.630	0.180	8.0	22.280	28.880	28.880	35.480
#	ELECTRICIAN:													
	COMM & SYSTEM INSTALLER, SECOND SHIFT	2/22/2018	12/31/2018**	38.110	7.870	c 5.000	-	0.650	D 0.300	8.0	53.070	E 72.700	F 72.700	G 92.330
	COMM & SYSTEM INSTALLER, THIRD SHIFT	2/22/2018	12/31/2018**	42.690	7.870	c 5.000	-	0.650	D 0.300	8.0	57.790	E 79.780	F 79.780	G 101.760
Н	INSIDE WIREMAN - ZONE A, 2ND SHIFT	8/22/2018	05/26/2019**	I 44.910		C 13.090	-	0.680	J 0.630	8.0	71.410	94.850	к 94.850	G 118.290
Н	INSIDE WIREMAN - ZONE A, 3RD SHIFT	8/22/2018	05/26/2019**	1 50.310		C 13.090	-	0.680	J 0.700	8.0	77.040	103.300	к 103.300	G 129.560
Н	CABLE SPLICER - ZONE A, 2ND SHIFT	8/22/2018	05/26/2019**	1 46.670	10.470		-	0.680	J 0.650	8.0	73.240	97.600	к 97.600	G 121.960
Н	CABLE SPLICER - ZONE A, 3RD SHIFT	8/22/2018	05/26/2019**	1 52.280	10.470	c 13.090	-	0.680	J 0.730	8.0	79.100	106.390	к 106.390	G 133.680
r R W	PLUMBER: PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER (2ND SHIFT) SEWER AND STORM DRAIN PIPELAYER (2ND SHIFT) SEWER AND STORM DRAIN PIPE TRADESMAN (2ND SHIFT) SERVICE & REPAIR (PLUMBER/HVAC-FITTER) (2ND SHIFT) LANDSCAPE/IRRIGATION FITTER SECOND SHIFT LANDSCAPE/IRRIGATION TRADESMAN SECOND SHIFT FIRE SPRINKLER FITTER (PROTECTION AND	8/22/2018 8/22/2018 8/22/2018 8/22/2018 8/22/2018 8/22/2018	08/31/2019** 08/31/2019** 08/31/2019** 08/31/2019** 08/31/2019** 08/31/2019**	L 57.160 L 42.640 S 21.260 L 55.380 V 37.720 V 16.870	8.910 8.800 8.550 8.910 8.910 3.000	M 11.750 M 8.900 0.380 M 11.440 M 11.750 M 0.880	N - - N -	2.250 1.980 1.110 1.580 1.640 0.100	 1.260 1.260 1.110 1.260 1.060 0.860 	8.0 8.0 8.0 8.0 Q 8.0	81.330 63.580 32.410 78.570 61.080 21.710	P 109.060 84.050 42.190 105.410 79.940 30.150	P 109.060 Q 84.050 T 105.410 T9.940 30.150	135.170 103.910 51.970 U 130.630 97.450 38.580
x	CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)- 2ND SHIFT FOOTNOTES	8/22/2018	12/31/2018**	51.300	9.620	15.400	Y -	1.550	z 0.300	8.0	78.170	103.820	AA 103.820	129.470
	<u>1001NOTES</u>													

LOCALITY: SAN BERNARDINO COUNTY

DETERMINATION: SBR-2018-2

- * EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- ** THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
- INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ HTTP://www.dir.ca.gov/oprl/pwappwage/pwappwagestart.asp. to obtain # any apprentice wage rates as of July 1, 2008 and prior to september 27, 2012, please contact the division of apprenticeship standards or refer to the division of
- APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.

 4 THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- B A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.
- C IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- D INCLUDES AN AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND THE ADMINISTRATIVE MAINTENANCE FUND.
- E RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY NON-SHIFT DIFFERENTIAL OVERTIME HOURLY RATE.
- DISREGARD THIS RATE. FOR THE FIRST 12 HOURS OF WORK PERFORMED ON SATURDAY, USE THE SATURDAY NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.
- G DISREGARD THIS RATE. USE THE SUNDAY AND HOLIDAY NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.
- ZONE A IS DEFINED AS THE PORTION OF THE COUNTY 80 ROAD MILES FROM U.S. POST OFFICE, 455 W. ORANGE SHOW ROAD, SAN BERNARDINO. ZONE B IS DEFINED AS ANY WORK OUTSIDE OF ZONE A (80 MILE FREE ZONE) WHICH REQUIRES AN ADDITIONAL \$12.00 PER HOUR FOR TRAVEL/SUBSISTENCE. PAY SHALL BE ON A SEPARATE CHECK.
- I INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
- IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, \$0.28 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME

 J HOURLY RATES FOR THE LABOR MANAGEMENTCOOPERATION COMMITTEE FUND. AMOUNT FOR LABOR MANAGEMENTCOOPERATION COMMITTEE FUND IS NOT FACTORED AT THE APPLICABLE OVERTIME

 MULTIPLIER
- K DISREGARD THIS RATE. USE THE SATURDAY NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.
- L INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED INTO OVERTIME AND AN AMOUNT FOR VACATION WHICH IS FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- M INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREE'S X-MAS FUND.
- N AMOUNT INCLUDED IN BASIC HOURLY RATE AND FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- O INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.
- P RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- Q SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- R PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
- S INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- T SATURDAY MAY BE WORKED AT STRAIGHT-TIME RATE, PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS PER DAY OR 40 HOURS PER WEEK.
- U DOUBLE TIME SHALL BE PAID FOR NEW YEAR'S DAY, EASTER SUNDAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS.
- V INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.
- TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE
 W LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50
 BASIS, TO JOURNEYMAN OR APPRENTICE.
- X APPLIES TO THE CITIES OF ONTARIO AND MONTCLAIR.
- Y INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- Z AMOUNT IS FOR INDUSTRY PROMOTION FUND AND P.I.P.E. FUND.
- AA RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY-FRIDAY AND THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY OVERTIME RATE.

RECOGNIZED HOLIDAYS: HOLIDAYS: HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPREWAGEDETERMINATION.HTM. HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

FURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

DETERMINATION: SBR-2018-2			INCREASE 1			INCF	REASE 2		INCR	EASE 3		INCR	EASE 4	INCREASE 5			INCR	REASE 6	
CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	NEXT INCREASE		DATE OF NEXT CHANGE	INCREASE		DATE OF AMOUNEXT OF CHANGE INCRE			DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE		CE.	DATE OF NEXT CHANGE	O 1		
CARPET, LINOLEUM, RESILIENT TILE LAYER - SECOND SHIFT	8/22/2018	12/31/2018**	1/1/2019	\$1.80	Α														
ELECTRICIAN:																			
COMM & SYSTEM INSTALLER, SECOND SHIFT	2/22/2018	12/31/2018**	1/1/2019	\$2.00	В														
COMM & SYSTEM INSTALLER, THIRD SHIFT	2/22/2018	12/31/2018**	1/1/2019	\$2.00	В														
INSIDE WIREMAN - ZONE A, 2ND C SHIFT	8/22/2018	05/26/2019**	5/27/2019	\$2.00	В														
INSIDE WIREMAN - ZONE A, 3RD C SHIFT	8/22/2018	05/26/2019**	5/27/2019	\$2.00	В														
CABLE SPLICER - ZONE A, 2ND C SHIFT	8/22/2018	05/26/2019**	5/27/2019	\$2.00	В														
CABLE SPLICER - ZONE A, 3RD C SHIFT	8/22/2018	05/26/2019**	5/27/2019	\$2.00	В														
PLUMBER:																			
PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER (2ND SHIFT)	8/22/2018	08/31/2019**	9/1/2019	\$2.01	В	9/1/2020	\$2.01	В	9/1/2021	\$2.26	В	9/1/2022	\$2.26 B	9/1/2023	\$2.35	В	9/1/2024	\$2.50	В
SEWER AND STORM DRAIN PIPELAYER (2ND SHIFT)	8/22/2018	08/31/2019**	9/1/2019	\$2.01	В	9/1/2020	\$2.01	В	9/1/2021	\$2.26	В	9/1/2022	\$2.26 B	9/1/2023	\$2.35	В	9/1/2024	\$2.50	В
SEWER AND STORM DRAIN PIPE D TRADESMAN (2ND SHIFT)	8/22/2018	08/31/2019**	9/1/2019	\$0.80	В	9/1/2020	\$0.80	В	9/1/2021	\$0.90	В	9/1/2022	\$0.90 B	9/1/2023	\$0.94	В	9/1/2024	\$1.00	В
SERVICE & REPAIR (PLUMBER/HVAC-FITTER) (2ND SHIFT)	8/22/2018	08/31/2019**	9/1/2019	\$2.01	В	9/1/2020	\$2.01	В	9/1/2021	\$2.26	В	9/1/2022	\$2.26 B	9/1/2023	\$2.35	В	9/1/2024	\$2.50	В
LANDSCAPE/IRRIGATION FITTER SECOND SHIFT	8/22/2018	08/31/2019**	9/1/2019	\$2.01	В	9/1/2020	\$2.01	В	9/1/2021	\$2.26	В	9/1/2022	\$2.26 B	9/1/2023	\$2.35	В	9/1/2024	\$2.50	В
LANDSCAPE/IRRIGATION E TRADESMAN SECOND SHIFT	8/22/2018	08/31/2019**	9/1/2019	\$0.52	В	9/1/2020	\$0.52	В	9/1/2021	\$0.59	В	9/1/2022	\$0.59 B	9/1/2023	\$0.61	В	9/1/2024	\$0.65	В
FIRE SPRINKLER FILLER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND F UNDERGROUND): 2ND SHIFT	8/22/2018	12/31/2018**	1/1/2019	\$0.55	G	9/1/2019	\$3.00	В											
<u>FOOTNOTES</u>																			

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

LOCALITY: SAN BERNARDINO COUNTY

DETERMINATION: SBR-2018-2A \$1.80 TO THE BASIC HOURLY RATE.

- THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT AT
- B (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED. AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- C ZONE A IS DEFINED AS THE PORTION OF THE COUNTY 80 ROAD MILES FROM U.S. POST OFFICE, 455 W. ORANGE SHOW ROAD, SAN BERNARDINO. ZONE B IS DEFINED AS ANY WORK OUTSIDE OF ZONE A (80 MILE FREE ZONE) WHICH REQUIRES AN ADDITIONAL \$12.00 PER HOUR FOR TRAVEL/SUBSISTENCE. PAY SHALL BE ON A SEPARATE CHECK.
- D PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
 - TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR
- E APPRENTICE LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO JOURNEYMAN OR APPRENTICE.
- F APPLIES TO THE CITIES OF ONTARIO AND MONTCLAIR.
- G \$0.35 TO HEALTH AND WELFARE AND \$0.20 TO PENSION.

SBR-2018-2-INC