

AGREEMENT

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3 THIS AGREEMENT is made and entered, in duplicate, as of July 19, 2023,  
4 for reference purposes only, pursuant to Resolution No. RES-23-0098 adopted by the City  
5 Council of the City of Long Beach at its meeting on July 11, 2023, by and between  
6 LANDSCAPE STRUCTURES INC., a Minnesota corporation ("Contractor"), with a place of  
7 business located at 601 7<sup>th</sup> Street South, Delano, Minnesota 55328, and the CITY OF  
8 LONG BEACH ("City"), a municipal corporation.

9 WHEREAS, the City requires outdoor fitness equipment, services for  
10 installation, surfacing, site furnishing, and other related products and services on an as-  
11 needed basis; and

12 WHEREAS, Section 1802 of the Long Beach City Charter permits the City to  
13 make purchases under the existing purchasing contracts of other governmental agencies  
14 when authorized to do so by a resolution of the City Council; and

15 WHEREAS, Sourcewell has a contract with Contractor for the purchase of  
16 outdoor fitness equipment with related products and services on an as-needed basis,  
17 Contract No. 010721-LSI ("Sourcewell Contract"); and

18 WHEREAS, on July 11, 2023, through the adoption of Resolution No. RES-  
19 23-0098, the City Council authorized the City Manager to execute Contract No. 010721-  
20 LSI on the same terms and conditions afforded to Sourcewell to purchase outdoor fitness  
21 equipment, services for installation, surfacing, site furnishing, and other related products  
22 and services on an as-needed basis;

23 NOW, THEREFORE, in consideration of the terms and conditions contained  
24 in this Agreement, the parties agree as follows:

25 1. The Sourcewell Contract with Contractor, attached hereto as Exhibit  
26 "A", is incorporated by this reference as if fully set forth, and the same terms and conditions  
27 contained in the Sourcewell Contract shall be applicable here except as follows:

28 A. Wherever the Sourcewell Contract refers to Sourcewell, it shall

1 be deemed to refer to the City of Long Beach;

2 B. Contractor shall sell, furnish and deliver to the City outdoor  
3 fitness equipment, services for installation, surfacing, site furnishing, and other  
4 related products and services on an as-needed basis (referred to as "Equipment  
5 and Services") of substantially the same type and kind identified in the Sourcewell  
6 Contract, for a total aggregate annual amount not to exceed One Million Dollars  
7 (\$1,000,000), until the Sourcewell Contract expires on February 5, 2025, with the  
8 option to renew for as long as the Sourcewell Contract is in effect, at the discretion  
9 of the City Manager. To the extent that the Sourcewell Contract and this Agreement  
10 are inconsistent, the following priority shall govern: (1) this Agreement and (2) the  
11 Sourcewell Contract.

12 C. The term of this Agreement shall commence at midnight on  
13 July 19, 2023, and shall terminate at 11:59 p.m. on February 5, 2025, unless  
14 sooner terminated as provided in this Agreement, with the option to renew for as  
15 long as the Sourcewell Contract is in effect, at the discretion of the City Manager.

16 D. Payment for the Equipment and Services purchased from  
17 Contractor by the City shall be made by the City on delivery to and acceptance of  
18 the Equipment and Services by the City and submittal of an invoice to the City.  
19 Payment is due thirty (30) days after the date of the invoice.

20 E. As a condition precedent to the effectiveness of this  
21 Agreement, Contractor shall comply with the insurance requirements imposed by  
22 the City.

23 F. All warranties shall accrue to the City of Long Beach.

24 2. Neither this Agreement nor any money that becomes due to  
25 Contractor under this Agreement may be assigned by Contractor without the prior written  
26 consent of the City Manager or his designee.

27 3. Any notice given under this Agreement shall be in writing and  
28 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be

1 delivered or mailed to Contractor at the relevant address first stated above, and to the City  
2 at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice  
3 shall be deemed given three days after deposit in the mail.

4 4. The terms appearing on the Sourcewell Contract are incorporated into  
5 this Agreement.

6 5. Contractor shall cooperate with the City in all matters relating to self-  
7 accrual of use tax. Contractor shall contact the City Treasurer for additional information  
8 regarding self-accrual.

9 6. COORDINATION AND ORGANIZATION.

10 A. Contractor shall coordinate its performance with City's  
11 representative, if any, named in Exhibit "B", attached to this Agreement and  
12 incorporated by this reference. Contractor shall advise and inform City's  
13 representative of the work in progress on the Project in sufficient detail so as to  
14 assist City's representative in making presentations and in holding meetings on the  
15 Project. City shall furnish to Contractor information or materials, if any, described in  
16 Exhibit "C", attached to this Agreement and incorporated by this reference, and shall  
17 perform any other tasks described in the Exhibit.

18 B. The parties acknowledge that a substantial inducement to City  
19 for entering this Agreement was and is the reputation and skill of Contractor's key  
20 employee, named in Exhibit "D" attached to this Agreement and incorporated by this  
21 reference. City shall have the right to approve any person proposed by Contractor  
22 to replace that key employee.

23 7. PROJECT LABOR AGREEMENT. This Agreement is covered by a  
24 Citywide Project Labor Agreement ("PLA") entered into by the City of Long Beach with the  
25 Los Angeles/Orange Counties Building and Construction Trades Council and the signatory  
26 Craft Unions, attached hereto as Exhibit "E" and incorporated by reference. The PLA  
27 contains a local hiring goal of 40%, calculated based on total hours worked. The local hire  
28 provision requires best efforts to utilize qualified workers residing in first tier zip codes

1 (which include all of the City of Long Beach), then in second tier zip codes (which reflect  
2 the Gateway Cities), and finally in Los Angeles and Orange Counties. However, if work is  
3 funded in full or in part by State of California Tideland funds, then the local hire provision  
4 requires best efforts to utilize qualified workers residing within the Counties of Los Angeles  
5 or Orange. In addition, there is a provision with a goal of ten percent (10%) to hire  
6 Transitional Workers and Veterans. Contractor shall complete and deliver to City the form  
7 attached as an exhibit to the PLA ("Letter of Assent") requiring compliance with the PLA.  
8 Contractor agrees to work with the City and its selected Independent Jobs Coordinator, if  
9 applicable, to promote the local hiring goals and objectives of the PLA.

10 8. WORK DAY. Contractor shall comply with Sections 1810 through  
11 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a  
12 penalty to City, the sum of Twenty-Five Dollars (\$25.00) for each worker employed by  
13 Contractor or any subcontractor for each calendar day such worker is required or permitted  
14 to work more than eight (8) hours unless that worker receives compensation in accordance  
15 with Section 1815.

16 9. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE.  
17 Contractor is advised that this work constitutes a public work of improvement subject to  
18 California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5, §§1720-1861. Pursuant  
19 to Labor Code Section 1771.1, Contractor or subcontractors shall not be qualified to bid  
20 on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public  
21 contract Code, or engage in the performance of any contract for public work, as defined in  
22 the California Labor Code, unless currently registered and qualified to perform public work  
23 pursuant to Section 1725.5. The Agreement (or associated subcontracts) shall not be  
24 entered into without proof of Contractor's (or subcontractor's) current registration to  
25 perform public work pursuant to Section 1725.5. All work conducted in support of this  
26 public work of improvement is subject to compliance monitoring and enforcement by the  
27 Department of Industrial Relations.

28 10. PREVAILING WAGE RATES. This Agreement covers work that is a



1 public work under Labor Code § 1720 et seq. Pursuant to Division 2, Part 7, Chapter 1 of  
2 the Labor Code of the State of California, the Director of Public Works of the City by and  
3 on behalf of the City Council has obtained from the Director of the Department of Industrial  
4 Relations of the State of California the general prevailing rate of per diem wages, and the  
5 general prevailing rate of holiday and overtime work in the locality in which the public work  
6 is to be performed for each craft, classification or type of workers needed to perform the  
7 Work. Copies of prevailing rate of per diem wages are on file in the office of the City  
8 Engineer, 5<sup>th</sup> floor, City Hall, 411 West Ocean Boulevard, Long Beach, California 90802,  
9 and shall be made available upon request. Copies may also be obtained on the California  
10 Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>. This project will be  
11 subject the **2023-1 prevailing wage** rate, as determined by the Director of the Department  
12 of Industrial Relations for the State of California. The Contractor and its subcontractors  
13 are directed to pay not less than the general rate of per diem wages for each craft,  
14 classification, or type of worker needed to execute the contract. Contractor is required to  
15 post a copy of the determination of the director of the prevailing rate of per diem wages at  
16 each job site. Contractor is required to pay at least the California minimum wage for the  
17 basic hourly rate in all cases where the published prevailing wage rate is below the  
18 California minimum wage. Any and all employer payments required by the prevailing wage  
19 determinations must also be paid. If the California minimum wage is increased in the future  
20 to an amount above that shown in the prevailing wage determination, the basic hourly rate  
21 in that determination automatically increases to the new minimum wage. Pursuant to  
22 Section 1775, Contractor shall forfeit, as a penalty to the City, up to Two Hundred Dollars  
23 (\$200) for each laborer, worker or mechanic employed for each calendar day, or portion  
24 thereof, that such laborer, worker or mechanic is paid less than the prevailing wage rates  
25 for any work done by Contractor, or any subcontractor, under this Contract. The difference  
26 between the prevailing wage rates and the amount paid to each worker for each calendar  
27 day or portion thereof for which each worker was paid less than the prevailing wage rate  
28 shall be paid to each worker by the Contractor or subcontractor.

1                   11.    CERTIFIED PAYROLL RECORDS.

2                   A.    Pursuant to the provisions of Labor Code Section 1776,  
3 Contractor shall keep and shall cause each subcontractor performing any portion of  
4 the work under this Contract to keep an accurate payroll record, showing the name,  
5 address, social security number, work classification, straight time and overtime  
6 hours worked each day and week, and the actual per diem wages paid to each  
7 journeyman, apprentice, worker, or other employee employed by Contractor or  
8 subcontractor in connection with the work. Such payroll records for Contractor and  
9 all subcontractors shall be certified and shall be available for inspection at all  
10 reasonable hours at the principal office of Contractor pursuant to the provisions of  
11 Section 1776 of the Labor Code. Contractor's failure to furnish such records to City  
12 or City's authorized Labor Compliance representative in the manner provided herein  
13 for notices shall entitle City to withhold the penalty prescribed by law from progress  
14 payments due to Contractor.

15                  B.    Contractor and every subcontractor and supplier shall be  
16 required to submit certified payrolls and labor compliance documentation  
17 electronically at the discretion of and the manner specified by the City of Long  
18 Beach. Electronic submittal will be a web-based system, accessed on the World  
19 Wide Web by a web browser. Each contractor and subcontractor will be given a  
20 Log On identification and password to access the City of Long Beach reporting  
21 system. The foregoing is in addition to, and not in lieu of, any other requirements  
22 or obligations established and imposed by any department of the City with regard to  
23 submission and retention of certified payroll records for Contractor and  
24 subcontractors.

25                  C.    Certified payroll records for Contractor and all subcontractors  
26 shall be maintained during the course of the work and shall be kept by Contractor  
27 for up to three (3) years after completion of the work.

28                  D.    The foregoing is in addition to, and not in lieu of, any other

1 requirements or obligations established and imposed by any department of the City  
2 with regard to submission and retention of certified payroll records for Contractor  
3 and subcontractors.

4 12. APPRENTICESHIP EMPLOYMENT. The Contractor shall comply  
5 with Section 1777.5 of the Labor Code concerning the employment of apprentices by the  
6 Contractor or any subcontractor under the Contractor and, by executing the Contract, the  
7 Contractor stipulates that it shall so comply. Contractor employing apprentices or trainees  
8 under approved programs shall maintain written evidence of the registration of  
9 apprenticeship programs and certification of trainee programs, the registration of the  
10 apprentices and trainees, and the ratios and wage rates prescribed in the applicable  
11 programs.

12 13. PENALTIES. Contractor and subcontractors are subject to penalties,  
13 including, but not limited to, under Labor Code §§ 1775, 1776, 1777.7 and 1813, for failure  
14 to comply with Sections 13.28 through 13.31 and/or Labor Code § 1720 et seq.

15 14. FEDERAL DAVIS BACON REQUIREMENTS (FEDERALLY  
16 ASSISTED CONTRACTS ONLY): Federal-aid Work is subject to the requirements of the  
17 Davis Bacon Act. If federal aid is applicable, the contractor must comply with the Federal  
18 Wage Decision contained in Exhibit "F" attached to this Agreement and incorporated by  
19 this reference and all record keeping requirements of the Davis Bacon Act. The Federal  
20 Wage Rate associated with this procurement is CA20230022 MOD5. Contractor is advised  
21 that they are to apply the higher wage for each craft when comparing state versus federal  
22 rates assigned to this Agreement.

23 15. This Agreement and all documents which are incorporated by  
24 reference in this Agreement constitute the entire understanding between the parties and  
25 supersede all other agreements, oral or written, with respect to the subject matter of this  
26 Agreement.

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OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Lona Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

LANDSCAPE STRUCTURES INC., a Minnesota corporation

9-7, 2023

By [Signature]  
Name Fred Castaneda  
Title CFO

9-7, 2023

By [Signature]  
Name Harlyc Emerson  
Title EVP

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Sept. 22, 2023

By [Signature]  
City Manager

"City"

This Agreement is approved as to form on September 19, 2023.

DAWN MCINTOSH, City Attorney

By [Signature]  
Deputy

# EXHIBIT A

Sourcewell Contract #010721-LSI

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**Solicitation Number: 010721**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Landscape Structures Inc., 601 7<sup>th</sup> Street S., Delano, MN 55328 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Outdoor Fitness Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 5, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing



restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

#### **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

#### **1. *Grant of License.*** During the term of this Contract:

a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. ***Limited Right of Sublicense.*** The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. ***Use; Quality Control.***

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit



4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:  
\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**22. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Landscape Structures Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 2/3/2021 | 10:22 PM CST

DocuSigned by:  
*Fred Caslavka*  
1A3A8D886566403...  
By: \_\_\_\_\_  
Fred Caslavka  
Title: Chief Financial Officer  
Date: 2/3/2021 | 9:52 AM PST

Approved:  
DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO  
Date: 2/4/2021 | 6:25 AM CST

# RFP 010721 - Outdoor Fitness Equipment with Related Accessories and Services

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## Vendor Details

Company Name: Landscape Structures Inc.  
Does your company conduct business under any other name? If yes, please state: No  
Address: 601 7th Street S.  
Delano, MN 55328  
Contact: Elaine Harkess  
Email: elaineharkess@playlsi.com  
Phone: 763-972-5243  
Fax: 763-972-3185  
HST#: 41-0971842

## Submission Details

Created On: Friday November 20, 2020 16:19:32  
Submitted On: Thursday January 07, 2021 14:21:26  
Submitted By: Elaine Harkess  
Email: elaineharkess@playlsi.com  
Transaction #: ceacb23d-64d9-4085-a9f1-85dc97e1b35f  
Submitter's IP Address: 96.39.128.58

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Landscape Structures Inc.
2	Proposer Address:	601 7th Street S Delano, MN 55328
3	Proposer website address:	<a href="https://www.playlsi.com/">https://www.playlsi.com/</a>
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Fred Caslavka Chief Financial Officer 601 7th ST S Delano, MN 55328 fredcaslavka@playlsi.com 763-972-5362
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Elaine Harkess Contract Administrator 601 7th ST S Delano, MN 55328 elaineharkess@playlsi.com 763-972-5243
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Smith Vice President of Sales 601 7th ST S Delano, MN 55328 DavidSmith@playlsi.com 763-972-5205

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Landscape Structures celebrates its 50th Anniversary in 2021. We have been manufacturing outdoor fitness equipment for more than 40 of those years. In 1977 we introduced our first outdoor fitness equipment, VitaCourse, and have continued to innovate ever since. For example, our HealthBeat Outdoor Fitness System launched in 2008 and FitCore Extreme was introduced in 2018 for kids 5-12 and for 13+.</p> <p>Our vision is to be the industry leader in innovation and operational excellence, have the best sales consultants and be the most highly recognized manufacturer of commercial outdoor fitness and playground equipment. We strive to offer world class service and products with our continuous improvement processes, and values-based employee culture.</p> <p>Landscape Structures was founded in 1971 by Steve King and Barb King (1947-2008). Steve is a landscape architect with a keen eye for beautiful aesthetics and functionality. Steve is also the creator of the concept of continuous play and was the first to interconnect play events including slides, climbers, horizontal ladders and more. The continuous play concept allowed him to create more play value in a smaller space and encourage more social interaction and skill development among children. Barb was educated as a home economist with a talent for organization development and the ability to plan, coordinate and execute. Their complementary styles and backgrounds proved to be the right combination as they turned a great idea into a successful business. Now, almost 50 years later, the company is a global leader in the commercial playground industry with nearly 500 employees, approximately 500,000+ square feet of manufacturing space in Minnesota and over 300 playground consultants spread across the world.</p> <p>Landscape Structures is one of the few remaining independently owned manufacturers of outdoor fitness and playground equipment. We are 100 percent employee owned (ESOP), and each and every employee is committed to creating outdoor fitness and play spaces that appropriately challenge the users. Our core values—relationships, integrity, commitment, innovation, team and passion—enable us to extend the same attention to product design, quality and services to Outdoor Fitness Equipment as we have/do for play equipment and spaces. Cofounder and Chairman Steve King is the only leader of a playground company who is also a landscape architect. We focus on creating products that go beyond ADA requirements to be truly inclusive for people of all abilities. We also push the design envelope by creating some of the most creatively designed outdoor fitness equipment in the industry.</p> <p>Landscape Structures' overall reputation in the marketplace is based on offering leading edge innovation and best value. Independent research conducted with the recreation industry over several years indicated superiority in areas of product quality, product innovation, custom capabilities, environmental stewardship, and customer service. Our products are of the highest quality and best long-term value to the customer. Our attention to detail in manufacturing and design along with the durability and product performance in the field, has earned us this reputation.</p> <p>See attached Landscape Structures History for more detailed information</p>
8	<p>What are your company's expectations in the event of an award?</p>	<p>Landscape Structures currently holds a Sourcwell contract (April 2017 thru April 2022 (extended in response to customer request)) for Playground and Water Play Equipment with Related Accessories and Services. Sales under this contract have nearly doubled from 2018 to 2020.</p> <p>If we are awarded a new Sourcwell contract, we expect similar results for our Outdoor Fitness Equipment. The Landscape Structures team is finishing one of the most challenging year's in our country's history with no lapse in service, no manufacturing delays and an increase in sales under our current Sourcwell contract. Our team continued to deliver at 99.1% on time with 94.3% clean shipments which was similar to the past 5 years. As customers look for more streamlined methods to make their purchases and purchasing vehicles to help make the most of their project dollars, we anticipate sales under cooperative contracts will continue to grow. With our strong dealer network and our ability to provide personalized service through that partnership, we believe our existing customers will continue to purchase Landscape Structures' products while at the same time referring new customers who will see the benefits of utilizing the Sourcwell contract.</p>

9	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Landscape Structures Inc. (LSI) was a privately owned manufacturer until 2012 when it became 100% employee owned. Historically, we have only provided limited financial information to parties other than our financial institutions and insurance company. For competitive reasons we are very protective of this information.</p> <p>However, we understand our financial stability is a critical aspect in the decision - making process. Landscape Structures employs nearly 500 people who, once eligibility requirements are met, all participate as owners of the company through a qualified Employee Stock Ownership Plan and Trust. On December 31, 2020 our total assets were over \$90 million, our current ratio was 2.9 and our fixed charge coverage ratio was over 15.2 (U.S. Bank requires it to be no less than 1.15). We also have a \$20.0 million line of credit with U.S. Bank that is rarely drawn upon and had an outstanding balance of zero on the date of this response as well as on December 31, 2020, 2019 and 2018. PriceWaterhouseCoopers LLP has issued clean opinions for each of the past 29 years they audited Landscape Structures Inc. The clean opinion for 2019 and 2018 is attached. We anticipate another clean opinion to be issued for 2020 when the audit is completed in August of 2021.</p> <p>Our current bonding capacity of \$10,000,000 is also testimony by an independent third party of their belief in our ability to meet our obligations. We have the ability to increase the limit but have not found a business need to do so. As you are probably already aware, sureties like International Fidelity Insurance Company (AM Best rating of A-, Financial Size Category VII) insure to a zero-loss ratio and base their limits on the financial substance and stability of the company they are bonding.</p> <p>We have supplemented this information with our bank and trade references. LSI has been working with U.S. Bank for over 29 years and many of our key suppliers over a similar time period. In totality this information should provide you with the assurance that we have the financial means to fulfill our short and long-term obligations.</p> <p>If you determine that the information is inadequate, I would welcome and appreciate the opportunity to discuss this so that I may address any of your concerns.</p> <p>Fred Caslavka, MBA, CMA, CPA (inactive)                  Chief Financial Officer and Risk Manager                  Direct: 763-972-5362                  Cell: 763-221-0067                  Report of Independent Auditors and Bank &amp; Supplier References are attached.</p>
10	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Market share data is confidential and typically not disclosed. However, we are highly confident we hold significant market share. Based on the most recent information from IPEMA (International Play Equipment Manufacturer's Association) LSI estimates its U.S. market share at approximately 30%. IPEMA members voluntarily report their sales to IPEMA which in turn supplies summary information to its members.</p>
11	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Based on the most recent information from IPEMA (International Play Equipment Manufacturer's Association) LSI estimates its Canadian market share at 28%. IPEMA members voluntarily report their sales to IPEMA which in turn supplies summary information to its members.</p>
12	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>Landscape Structures has never filed a petition for bankruptcy protection.</p>

<p>13</p>	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.  a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?  b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Landscape Structures is a manufacturer. We market our products through a global network of 50 independent sales organizations comprising more than 700 sales and service people. The sales organizations have exclusive territories and are not allowed to carry competing product lines. In the U.S. these independent sales organizations provide full sales and service coverage for all 50 states. As a 100% employee-owned company with Landscape Structures being the sole legal entity under which our products are sold, our sales organizations do not compete against other entities owned by us. In short, Landscape Structures is not owned by another company, nor do we own any other companies that are selling and marketing similar products that effectively compete against each other. Landscape Structures products account for more than 50% of the total revenue for 32 of the 36 North American sales organizations. The percentage increases significantly when complimentary lines and services such as surfacing and installation are included. All of which would not be sold if it were not for the sale of our products.</p> <p>The distribution structure at Landscape Structures is led by our Vice President of Sales, two North American Regional Sales Managers, Custom Sales Manager and International Sales Manager.</p> <p>The independent sales organizations each maintain a team of sales representatives and support staff who serve the clients in their respective territories. Our sales organizations have been with Landscape Structures for an average of 25 years with several of our largest currently being led by the 2nd generation. Our shared values and commitment to serving our customers are the foundation of our relationship. The long tenure has resulted in strong synergies and shared quality, service and delivery values. We consider our sales channel true partners, and an integral part of the Landscape Structures family.</p>
<p>14</p>	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>he outdoor fitness industry does not require any special licenses to be held by manufacturers.</p> <p>Landscape Structures is proud to be at the forefront of an industry that cares about children and their health. We promote healthy kids and a sustainable world. We apply the same care, thoughtfulness and conformance to safety to our outdoor fitness equipment that we use in manufacturing our playground equipment as demonstrated below.</p> <p>We are one of the founders of the International Play Equipment Manufacturers Association (IPEMA), an organization that promotes quality and safety for all playground manufacturers. It is a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment of which Landscape Structures has been a member in good standing since its inception. In the interest of playground safety, IPEMA provides a Third Party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 and 12.6.1; CAN/CSA Z614, Children's Playspaces and Equipment Standards, except clauses 9.8, 10 and 11; or both. The use of the corresponding logo in the Landscape Structures catalog signifies that Landscape Structures Inc. has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standards.</p> <p>CPSIA Safety Compliance: At Landscape Structures, product safety is a top priority. We believe there is no investment more valuable than the protection and safety of our children. That's why we always strive to go beyond the minimum safety requirements and build this value into every piece of playground equipment we produce.</p> <p>The Consumer Products Safety Improvement Act (CPSIA) of 2008 specifies safe limits on the maximum allowable amount of lead in paints, coatings and other materials used on children's products, and sets limits on certain heavy metals and six different phthalates (plasticizers used to make vinyl and other plastics soft and flexible) used in certain toys and childcare articles. Landscape Structures has tested hundreds of materials to validate compliance to this safety act.</p> <p>All products manufactured and distributed through Landscape Structures meet or exceed the requirements of the CPSIA.</p> <p>ISO Certification: ISO (the International Organization for Standardization) is a worldwide federation of national standards bodies (ISO member bodies). Its purpose is to promote common standards for businesses worldwide.</p> <p>ISO 9001:2015 has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality.</p> <p>ISO 14001:2015 drives us toward operating in a manner that is environmentally</p>

		<p>conscious.</p> <p>Both standards provide guidelines for establishing a company's quality and environmental management programs. In 1998 Landscape Structures became the first play equipment manufacturer to be certified in ISO 9001 and ISO 14001. Annual audits by a 3rd party are required to maintain these certifications which LSI has done successfully for each year since 2015 through the date of this response.</p> <p>What does this mean to a customer?</p> <p>This means that a customer can purchase from Landscape Structures, a premier commercial playground equipment manufacturer, with confidence because we have the processes in place to consistently manufacture the highest quality products while being conscious of how we are impacting the environment.</p> <p>Although not an industry requirement, Landscape Structures requires members of our staff to be certified by the National Playground Safety Institute (NPSI). This includes many of our product development team, playground design team and our technical services (installation support) team. This ensures our customers receive the benefit of the knowledge of and compliance with government standards. This occurs at all levels from the development of the equipment, design of the play structures, through installation and maintenance services.</p> <p>In addition, many key staff members are actively involved in the development of the standards for our industry. Steve King, co-founder and chairman, is an American Society of Landscape Architects (ASLA) Fellow, a Certified Playground Safety Inspector, and a founding member and past President of IPEMA (International Play Equipment Manufacturers Association). Steve has been chairman of a task group of the American Society for Testing and Materials (ASTM) that worked with the U.S. Consumer Products Safety Commission (CPSC) to update the ASTM F1487 Specification: a voluntary safety and accessibility standard for public playground equipment designed for children ages 2 to 12. His task group had the added responsibility of developing playground accessibility standards to comply with the Americans with Disabilities Act (ADA). Landscape Structures was also the first company to develop new playground events specifically meeting ADA requirements.</p> <p>Randy Watermill, Vice President of Product Development, has been with Landscapes Structures Inc. for 31 years. Randy serves as a committee member for ASTM, has served as President of IPEMA, and is currently the Treasurer of IPEMA. He is certified by NRPA as a Certified Playground Safety Inspector (CPSI).</p> <p>Tom Fitzpatrick, P.E. Product Development Engineer, has been with Landscape Structures for 18 years. Tom serves as a committee member for ASTM, is a member of the IPEMA Equipment Certification Committee and is certified by NRPA as a Certified Playground Safety Inspector (CPSI) and certified by CPRA as a Canadian Certified Playground Inspector.</p> <p>Landscape Structures is authorized to sell products in all 50 states. We currently hold contractor's licenses in the states of Alabama, Arizona, Arkansas, California, Florida, Hawaii, Idaho, Louisiana, Maryland, Mississippi, New Jersey, New Mexico, Tennessee and Washington (other states may not require them) allowing us to provide turn-key solutions to our customers in all of the states.</p> <p><b>Third Party Certifications</b>  Landscape Structures requires all playground equipment installers, with which we subcontract, to be manufacturer trained. Once trained, these installers are issued a Certified Installers Certificate. Many of our installers are also NPSI trained and Certified Playground Safety Inspectors. Installers are expected to maintain required permits and licenses applicable in their state to perform their work in a legal and professional manner. If required by local regulations, installers may also be required to be OSHA certified.</p> <p>Most members of our independent sales team are NPSI certified. This ensures that when they are meeting with a customer, the customer has the assurance of working with an experienced and knowledgeable playground expert. Our sales organizations hold necessary contractor licenses as required.</p>
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	NONE – Landscape Structures has never been suspended or debarred.

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2020 Nineteen-year participant in the annual EPCOT International Flower &amp; Garden Festival (since 2001)</p> <p>2019 Landscape Structures was honored with the Best in Show award at the NRPA Annual Conference in Baltimore, MD2018 Landscape Structures recognized for its Total Retirement Offering at the 2018 Plan Sponsor of the Year Awards. The company was honored for its innovation in helping employees reach a secure retirement.</p> <p>2018 Selected by AARP and FitLot as Outdoor Fitness and Shade partner of choice</p> <p>2017 – Twenty-seven-year partner with Project Fit America</p> <p>2017 Landscape Structures receives a LAMMY Advertising Award for Best Message by Landscape Architecture Magazine</p> <p>2016 Winner of the Episerver™ North American Website Awards for Best B2B Website</p> <p>2016 Winner of Minnesota PRSA Classics Award for community relations campaign on inclusive play</p> <p>2015 Pat Faust inducted as an Honorary Member of the American Society of Landscape Architects (ASLA)</p> <p>2015 Landscape Structures receives Landscape Architecture Magazine Advertising Award (LAMMY) for Most Persuasive ad</p> <p>2015 Winner of Landscape Architect Magazine's Advertising Award (Lammy) for Best Graphic Presentation</p>
17	What percentage of your sales are to the governmental sector in the past three years	Sales to the government sector accounts for 52% of our sales over the last 3 years. The government sector comprises the majority of our sales. This segment is critical to our business and growth prospects, as well as our overall success.
18	What percentage of your sales are to the education sector in the past three years	Sales to the education sector accounts for 32% of our sales over the last 3 years. The education sector also makes up a significant portion of our sales and is key to our business and growth prospects, as well as our overall success.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Landscape Structures currently holds cooperative purchasing contracts with the following agencies:</p> <ul style="list-style-type: none"> <li>Sourcewell</li> <li>HGAC</li> <li>NASPO ValuePoint</li> <li>NCPA</li> <li>National IPA/Omnia Partners</li> <li>TIPS</li> <li>New York State Contract</li> <li>Ohio State Contract</li> <li>Minnesota State Contract</li> <li>California Multiple Award Schedule (CMAS)</li> <li>KCDA (King County Directors Association)</li> </ul> <p>Please see attached document "Cooperative Purchasing Contracts" for annual sales volume for 2018-2020.</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Landscape Structures does not hold any GSA contracts or Standing Offers and Supply Arrangements.

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles Department of Recreation & Parks	Michael Shull, General Manager michael.a.shull@lacity.org	818-524-9053	*
Maryland National Capital Park & Planning Commission	Bridget Stesney, Division Chief Bridget.Stesney@pgparks.com	301-699-2533	*
Arlington Heights School District #25	Ryan Schulz, Buildings & Grounds Director ryanschulz@sd25.org	(847) 506-6900	*

**Table 5: Top Five Government or Education Customers**

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
See attached	Government	New York - NY	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*
See attached	Government	ON - Ontario	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*
See attached	Government	California - CA	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*
See attached	Education	New Mexico - NM	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*
See attached	Education	Illinois - IL	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Landscape Structures does not have a direct sales force. We partner with a network of exclusive independent sales representatives, led by our Vice President of Sales, two North America Regional Sales Managers, a Custom Sales Manager and International Sales Manager. We have an internal customer experience team who works with our distributor network supporting service on a daily basis.	*
24	Dealer network or other distribution methods.	Landscape Structures' sales team is comprised of 50 independent organizations, 36 in North America and 14 internationally. A total of 300+ salespeople focus 100 percent of their attention on the sales and service of the products considered in this RFP. Landscape Structures playground equipment, fabric shade, water play equipment, site amenities, fitness equipment and surfacing are our sales reps' primary business. They also carry complementary product lines and services so their total offering of products and services provide member agencies with a turn-key solution for their park and playground needs.	*

25	Service force.	Landscape Structures' goal is to provide the highest quality of service possible. We understand it is a journey that will never end which meshes perfectly with our continuous improvement culture. Our customer experience team is a long tenured group whose job is 100 percent customer service focused. The team's slogan is "we support play". These team members support specific geographical territories and focus on everything service related including presale designs through post installation field support. They have ISO-audited standard work processes that have proven to be very successful. Responses are same day. Our corrective action process includes meeting weekly to review any issues and discuss proactive opportunities for greater service. In addition, Landscape Structures' technical services team has two full-time staff members devoted to installation concerns and questions from both professional installers and customers. Our technical services team is available 24 hours a day, 7 days a week via a toll-free hotline.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Hours of operation vary between local offices but are typically 8 a.m. to 5 p.m., Monday through Friday. Many offices have personnel available for early morning, evening or weekend appointments to accommodate their customers. Landscape Structures' customer experience team members, referenced earlier, are available from 7 a.m. to 6 p.m. CT, Monday through Friday. Furthermore, our contact center representatives are available from 8 a.m. to 5 p.m. CT, Monday through Friday. We also offer a toll-free hotline for installation questions 24 hours a day, 7 days a week. Landscape Structures has a standard work, ISO audited customer service program. Our primary process is called CCN (customer contact note). CCNs come in from the field and address concerns about shipping shortages, freight damage, warranty issues, etc. We respond to CCNs within 24 hours, document and review weekly with operations. This process results in corrective action and continuous improvement efforts. Replacement parts are another unique aspect of Landscape Structures customer service and manufacturing expertise. We are the only play equipment company in the world that supplies replacement parts irrespective of the age of the equipment. The replacement parts will be identical to the original equipment except in situations where the original product has been redesigned for safety or conformance reasons. In these situations, Landscape Structures will provide replacements that are similar in form, fit and function. Our archived records include all documentation of orders including customer purchase orders, playground layout drawings, order acknowledgements, invoices, shipment documents and more. Standard lead time on replacement parts is nine business days, same lead time as provided on all our standard play equipment. Upon request most standard hardware can be supplied next day while common painted welded parts can be shipped within 24 to 72 hours. Part of our post-sale customer service is a customer satisfaction survey that is sent out eight weeks after every order is shipped. Feedback and results of those surveys are recorded, shared and followed up with our local representative organizations.
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Landscape Structures has nearly 44 years of experience successfully providing the products and services represented by this RFP to the same customer base Sourcwell represents in their participating entities. We have a network of independent sales representatives which covers all areas of the United States including Alaska and Hawaii. In cooperation with our sales channel, we are dedicated to continuing our legacy of providing premier products and services to the same customers Sourcwell serves.
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Landscape Structures has the ability and willingness to offer Sourcwell in Canada. We have a long-established and successful sales network covering all Canadian provinces and territories and have a growing market share in Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Landscape Structures has the ability and fully intends to serve the entire United States. In fact, we must serve the entire United States as that is what our current customer base currently requires and has required for decades.
		We have the ability to fully serve Canada but due to administrative challenges of direct selling in Canada we are not planning to include Canada immediately if awarded. We are continually evaluating the potential of contract sales in Canada and are open to including Canada if the interest from Canadian customers changes.
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - Landscape Structures has the ability and fully intends to serve all Sourcwell participating entity sectors. In fact, Sourcwell's entity sectors are currently and have been for over 30 years, our core customer base. We have built our business around serving these entity sectors.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A - Landscape Structures does not have any specific contract requirements or restrictions for participating entities in Hawaii, Alaska or any U.S. Territory.

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Upon contract award and notification to our sales channel, our immediate plan would be to send out co-branded press releases and social media announcements. As is currently, Sourcewell's presence on our website would continue to provide links and all other pertinent contract details and information. In addition, we would continue to advertise our Sourcewell contract with our current trade audience and promote at applicable trade shows. We would continue to partner with our sales channel on direct mail and/or email campaigns to send to their local territories, markets and customers.</p> <p>Landscape Structures has a strong marketing team with specialists in communications, public relations, advertising, graphic design, multimedia design and production, web and social media. Our marketing materials are innovative, professional, and reflect our brand image of quality and customer focus. We have the ability to create and collaborate on the most effective marketing approaches to promote the contract whether the format is digital or printed. We have robust capabilities and most of our internal marketing materials are included in an electronic format. Included with this RFP is a copy of our Outdoor Fitness Catalog.</p> <p>In addition, Landscape Structures' entire product line can be viewed and/or downloaded directly from our Virtual Catalogs page on our website. Visit <a href="https://www.playlsi.com/en/view-playground-catalogs/">https://www.playlsi.com/en/view-playground-catalogs/</a> to view the most current version of our catalogs and product brochures.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Landscape Structures uses the latest technology as it relates to our digital footprint. Our public website, <a href="http://playlsi.com">playlsi.com</a>, will continue to promote the Sourcewell contract. Our representative organizations rely on PlayCentral, our extranet, as a source of information where all of the contract details and marketing tools are available 24 by 7. We are active participants in social media outlets such as Facebook, Twitter and Instagram, as well as sending regular email communications to our client base. Additionally, we invest in ongoing organic and paid search efforts to improve our visibility to the marketplace. We would use a variety of digital vehicles to promote the Sourcewell contract and are open to, and constantly search for, new outlets to communicate awareness of the contract. In addition, our sales channel uses their websites, social media, email and other local and regional marketing to further the reach of Landscape Structures messages.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Our view of Sourcewell's role in promoting an awarded contract is a collaborative one. As we have done in the past, we would request that Sourcewell staff participate in webinars and live meetings with our rep network. We would also continue to ask for assistance with specific agencies when needed. We want to be included in Sourcewell's marketing efforts among other contract holders to bring depth and strength to the program. We also appreciate Sourcewell's participation in conferences specific to our industry such as NRPA. We will continue to collaborate with Sourcewell on new marketing opportunities.</p> <p>Sourcewell is already integrated into our sales process with many of our sales reps leading with Sourcewell as their primary contract vehicle. Our sales leaders would continue to educate and promote the Sourcewell contract to new and existing sales reps. We will update the current Sourcewell specific marketing to further encourage use of the contract.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>No, our sales channel partners are critical in the project design, procurement, installation (upon request) and ongoing warranty service of these products which are not accommodated with eprocurement.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Landscape Structures offers many education and training sessions free of charge. through our Learning Academy program. Topics offered Designing Fitness-Focused Playgrounds; Intergenerational Play and Outdoor Fitness Areas; Safety and Maintenance. The Landscape Structures Learning Academy provides opportunities to customers to earn CEUs (Continuing Education Units - Park and Recreation) or PDHs (Professional Development Hours - Landscape Architects) and gain valuable information they can use in their everyday work. Landscape Structures is an Authorized Provider by the International Association for Continuing Education and Training (IACET). In obtaining this approval, Landscape Structures has demonstrated that it complies with the ANSI/IACET Standards, which are widely recognized as standards of good practice internationally. As a result of our Authorized Provider status, Landscape Structures is authorized to offer IACET CEUs for its programs that qualify under the ANSI/IACET Standards. IACET is the organization NRPA uses for accreditation. All trainings provided are optional. The trainings are a regular practice at Landscape Structures and available to all Sourcewell members, either in person or online. See attached Learning Academy brochure for more information on courses offered or visit our website at <a href="https://www.playlsi.com/en/playground-planning-tools/education/continuing-education-seminars/">https://www.playlsi.com/en/playground-planning-tools/education/continuing-education-seminars/</a></p> <p>In addition, each HealthBeat Outdoor Fitness System station includes an instructional sign and link to proper use videos.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Landscape Structures invests heavily in the latest equipment and training to ensure the highest quality outdoor fitness and play equipment is provided to our customers. Our product development team of 25 professionals is among the largest in our industry. Our annual spend on technology exceeds \$4.5M. We implement the latest technology in our design and manufacturing processes in order for us to improve our service levels and expand our product offering. We continue to invest in new capabilities that enhance our innovation and allow us to lead the market.</p>

<p>38</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Landscape Structures has a long-standing history of environmental awareness. Through our more than 75,000 playgrounds and outdoor fitness systems worldwide, we've helped create healthy kids and a sustainable world. Long before it was fashionable, Landscape Structures built a culture of sustainability, designing products that keep kids and families active, while going far beyond what was required to protect the environment during manufacturing processes.</p> <p>In fact, we began putting formal environmental processes in place more than 20 years ago, and Landscape Structures received its certification to the ISO 14001 environmental standard more than a decade ago. We are the first playground manufacturer in North America to receive that certification of environmental responsibility.</p> <p>Landscape Structures has been recognized as a Minnesota Waste Wise Leader for its outstanding waste reduction and recycling efforts.</p> <p>We partner with American Forests to plant trees to offset the carbon produced during the manufacturing of every play structure or fitness system we sell, supporting the planting of more than 350,000 trees since 2010.</p> <p>In 2008, we received the Tekne Green Award for our commitment to sustainability.</p> <p>Landscape Structures believes in and practices building environmentally preferable playground products through one-playground flow manufacturing.</p> <p>"The foremost environmental protection is to design and produce products that last and perform for a very long time." -Steve King, Cofounder and Chairman, Landscape Structures</p> <p>Design</p> <ul style="list-style-type: none"> <li>• Each person involved in the design and production of our play structures and fitness systems is an owner of the company, and quality and environmental stewardship are integral parts of our culture</li> <li>• Evos® playsystem: No PVC and provides a 30 percent smaller carbon footprint than traditional play structures</li> <li>• Weevos® playsystem: Offers a 17 percent smaller carbon footprint and is 100 percent recyclable at the end of its life.</li> <li>• Recycled Permalene® panels offer post-consumer recycled content of 73 percent.</li> </ul> <p>Manufacturing</p> <ul style="list-style-type: none"> <li>• Green Boards track the environmental aspects and impacts of each stage of production and document improvements made to reduce these impacts</li> <li>• Steel and aluminum arrive cut to length to eliminate waste</li> <li>• High-efficiency light fixtures reduce energy use</li> <li>• Recapture and use heat energy from curing oven</li> <li>• Industry-leading recycling rates for all manufacturing waste</li> </ul> <p>Packaging</p> <ul style="list-style-type: none"> <li>• Individualized, custom installation documents – no wasted pages</li> <li>• Automated wrapping to reduce waste</li> <li>• Most packaging materials are recyclable and are provided with recycling instructions</li> </ul> <p>Transportation</p> <ul style="list-style-type: none"> <li>• Whenever possible, shipments are pooled to conserve the use of fossil fuels and limit the production of greenhouse gases</li> </ul>
<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>NA - Landscape Structures does not currently have any third-party eco-labels or certifications in this category.</p>
<p>40</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Landscape Structures is neither a woman-owned business nor a certified small business entity. We do utilize several woman-owned, minority-owned and/or small businesses through our supplier network, sales distribution channel and subcontractors. Our 100% ESOP owned company by definition cannot qualify for certification as a WMBE.</p>

<p>41</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>We are particularly proud of our continuous improvement culture at Landscape Structures. This way of doing business measures the quality of our equipment and our total customer experience. "Cool Journey", our formal continuous improvement program, started in the Fall of 1999 and has dramatically improved our lead times, efficiencies and organizational effectiveness. Even though our standard lead time is two (2) weeks on standard products, our "lean" manufacturing practices and one order flow enables us to consistently manufacture an entire order within two days. The two-week lead time is set so that demand on production can be spread out or smoothed.</p> <p>Through our Kaizen events and daily improvement efforts, we have tackled thousands of issues throughout the company; from significantly improving paint line changeover times to decreasing the cost of our annual catalog. In all opportunities, the cross-functional thought and talent of our empowered employee-owners have found innovative solutions to help us run better, faster and smarter.</p> <p>Here is a sample of the improvements we have made that result in providing our customers with a premier experience:</p> <ul style="list-style-type: none"> <li>• Manufacturing lead-time has been reduced from 40 days to 2 days.</li> <li>• Most replacement parts are shipped out within two business days. We have provided replacement parts on product that was installed in the late 1970s. Promptly responding to replacement part requests reduces the amount of time children can't play on the equipment and significantly reduces the chances of a child getting injured. We have maintained on-time, clean deliveries to our customers over 99.4% of the time for nine years running. No other play equipment manufacturer in the world does this.</li> <li>• If a customer contacts us with a challenge, we document it, trend it and drill down to the source to make sure it does not happen again.</li> <li>• Safety – Kaizen activity has focused on safety and ergonomics since the start of 2009. During one event alone we implemented over 50 improvements!</li> </ul> <p>There are many things that distinguish Landscape Structures from our competitors: manufacturing excellence, the highest quality product, and product innovation are a few. Our biggest value to our customers is the total cost of ownership: our product is built to last. We have an unparalleled commitment to Inclusive Play and lead the industry with the movement to create the best play spaces for children of all abilities. We partner with experts and organizations that help us respond to societal issues. Topics such as fighting childhood obesity, bringing nature inspired play opportunities to children, creating multigenerational recreation areas, promoting intense engagement on the playground, exercising the mind and body through innovative play are just a few of the areas we take very seriously. We have capabilities like no other manufacturer to provide custom solutions to playground projects, an emerging trend in our industry. As an ESOP organization, the biggest differentiation Landscape Structures has is our people – a culture of ownership, pride, and continuous improvement.</p>
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**Table 9: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Product warranties do not cover labor. If purchased through Landscape Structures, installation will be warranted for one year. See attached manufacturer warranty.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, Landscape Structures warranties do not impose usage restrictions.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No. Landscape Structures has equipment in both highly populated areas as well as very remote locations. Due to the variables impacting travel time and mileage there is no feasible way to calculate these factors to cover all potential situations. Most warranty repairs do not require a technician. If a technician or installer is requested by the customer, expenses will be quoted at that time.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Although a certified technician/installer is not required to replace/install warranty parts on Landscape Structures equipment, it is highly recommended. We have a network of certified installers available in all areas of the continental U.S., Alaska and Hawaii. Sourcewell members should contact their local sales representative for assistance with service for warranty repair.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty issues for items made by other manufacturers would be passed on to the applicable equipment manufacturer. However, the bottom line is if the other manufacturer(s) does not support their warranty, Landscape Structures will work with the customer to make it right.
47	What are your proposed exchange and return programs and policies?	As an indication of our commitment to customers, Landscape Structures will accept returns of new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts, as well as used or damaged parts. A 20 percent restock fee plus all return freight charges will apply to all product returns.
48	Describe any service contract options for the items included in your proposal.	Maintenance contracts are offered through some of our sales organizations.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are net 30 days from invoice date.
50	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Landscape Structures partners with NCL Government Capital (NCL) to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder (#011620-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program.</p> <p>There is no ownership, common ownership, or control between Landscape Structures and NCL or any other leasing company. In addition, Landscape Structures is not incented financially to use NCL or any other leasing company</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	As we have been doing since April 2017, if awarded, all Sourcewell contract orders will be made directly between the customer and Landscape Structures with service provided through our sales network. Orders will be submitted to the corporate office. Once entered and processed, the customer will receive an order acknowledgement listing all the equipment and/or services they are purchasing along with the scheduled ship date of the order. This allows for internal auditing of each purchase order against the requirements of the contract and ensures accurate quarterly reporting.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, P-cards are accepted up to \$3,000 at time of order with no additional cost to the customer.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Landscape Structures strives to provide a fair and easily understood pricing model. Therefore, we are proposing a single discount percentage off list price (with a volume discount) on our outdoor fitness equipment. All ancillary products and services are priced on a guaranteed not to exceed model. A complete price list showing list price is attached. Price list includes unique model numbers for all products offered.</p> <p>Since its inception, Landscape Structures goal has been to provide the highest quality and innovative products and services at a fair price while providing exceptional value. Even though value is defined differently by each customer, Landscape Structures strives to attract and retain customers that define it with characteristics such as durability, great service, working with a manufacturer that "does the right thing" irrespective of the wording of the warranty, values relationships and gives back to the community. Throughout its history, Landscape Structures has NEVER had a "sale". Unlike many other manufacturers, we don't inventory finished product so "excess inventory" does not drive our spring or fall pricing. We do not offer "Grant" programs that are merely disguised discounts. We do not utilize a retail pricing model whereby the product is priced above market and offered at a significant "discount" to entice potential buyers to act so they can take advantage of the limited time "discount". Our contract discounts are not intended to be recovered through higher markups on freight, installation or other products and services. When we became frustrated with competitors offering a "lifetime" warranty that included small print restrictions essentially reducing the warranty period to a few years, Landscape Structures began offering a warranty defined in years. The 100-year warranty on certain items seen today originated from this clarification.</p>

54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Landscape Structures is proposing a six (6) percent discount off list price on Landscape Structures outdoor fitness equipment.
55	Describe any quantity or volume discounts or rebate programs that you offer.	An additional two (2) percent discount off list price on Landscape Structures play and shade equipment is offered for orders exceeding \$80,000 in equipment (total discount of eight (8) percent). Volume rebate programs will be considered on a case-by-case basis with the Sourcewell member. Landscape Structures would extend that same volume discount program to all Sourcewell members, provided the same or similar volume commitment is given.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Landscape Structures local sales representatives work closely with individual customers to determine their unique project needs. Once the needs are identified, the sales representative works with local suppliers to propose applicable sourced products/equipment and services to provide a turn-key project. Installation services offered through our certified installer network is provided on a "not to exceed" percentage of list price of Landscape Structures equipment on a state-by-state basis. Sourced product/equipment and related services will be quoted on a cost-plus basis not to exceed a 25% margin. Landscape Structures custom products are quoted on a per project basis and receive the same discount applied to our standard equipment. Landscape Structures PebbleFlex® surfacing systems are quoted on a per project basis.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Bonding is not included in pricing. If bonding is required, the cost is 3% of the purchase order total payable to Landscape Structures.  Also excluded are installation services, site preparation, unloading of equipment upon delivery, safety audits and inspections. All of these services can be contracted through Landscape Structures and they will be provided by qualified independent, third party vendors/contractors.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	To best serve our customers and provide them the best price for shipping, Landscape Structures provides freight FOB Destination, Pre-paid and Added. Freight is calculated on the entire order (not per component) and quoted based on negotiated shipping rates. Custom freight quotes are requested on orders which contain oversized components that have been identified by our shipping department.  Once Landscape Structures receives an order, the product is entered in the computerized scheduling system. Based on the product ordered, a ship date is scheduled. Every order generates a Sales Order Acknowledgement detailing to the customer what they ordered. The Scheduled Ship Date is included on this acknowledgement, which is mailed and/or emailed directly to the customer. If there are any conflicts with the shipping schedule, the customer works with their local sales representative to coordinate any adjustments.  Landscape Structures has a 99.8 percent on-time shipping rate. In the event there is a delay in shipment, the local sales representative is notified. They in turn notify the customer to work out a satisfactory solution for the customer. Possible options include but are not limited to splitting the delayed items into a separate shipment at no charge to the customer; shipping the entire order at a later date agreed upon by the customer and possibly expediting the shipment to meet the customer's requirements.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping, delivery, exchange and return programs for Alaska, Hawaii and other offshore orders are treated in the same manner as orders shipping to the continental United States with the exception of ocean freight. On ocean freight shipments, the maintenance kit, which contains touch-up paint, cannot be shipped with the product, so it is shipped via air freight.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Landscape Structures prides itself on how it packages its products and goes to great lengths to ensure the products are delivered to the site undamaged. Landscape Structures will work with individual customers to accommodate any special shipping requirements. 3 dimensional diagrams are incorporated into each individually marked hardware packet to enable professional and non-professional installers to quickly and accurately identify the product for installation. This significantly impacts the efficiency and quality of installation.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>All Sourcewell customer orders will be directly invoiced by Landscape Structures. As orders are received and submitted into our order processing system, they will be flagged as Sourcewell contract orders. A daily report is generated alerting our Contract Administrator of all contract orders keyed the previous day. This contract coding is also the basis for all quarterly reporting and administrative fee payments.</p> <p>All discounts on orders require a discount code which provides another checkpoint to ensure the order has received pricing in compliance with the contract. The Sourcewell discount code will be keyed on the order alerting our accounting personnel to verify the order has received the proper pricing.</p> <p>All order keyers and accounting personnel are trained to review orders for contract compliance.</p> <p>Landscape Structures shares responsibility for the contract discount with the local sales representative. If they fail to submit the order correctly, they do not receive Landscape Structures' share of the discount and must cover the entire amount themselves. This provides a monetary incentive for the sales representative to submit the order with the correct contract information.</p> <p>As an approved supplier on the Sourcewell contract for the past 3-½ years, we are unaware of any instances of non-compliance with the contract. We have incorporated the necessary controls to ensure compliance.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Landscape Structures is respectfully proposing consideration of a 1.5% administrative fee on the net sales price of all products and services (excluding freight, bonding fees and taxes). Even though we believe the current 2% fee being charged on our current playground Sourcewell contract is not a major deterrent, internally marketing the lower fee to our sales channel will make the Sourcewell contract that much more attractive for them to promote over other contracts in our portfolio.</p>

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Landscape Structures is offering a turn-key solution to the marketplace need for outdoor fitness-related equipment, accessories and supplies to include our site furnishings and shade options.</p> <p>Our Sports &amp; Fitness Equipment provides freestanding fitness and sports components that are the perfect addition to your park or playground.</p> <p>The HealthBeat outdoor fitness system is a smart choice for exercise, whether in the park, near the playground, next to the ball field or at a senior living community. With 14 stations targeting muscle strength, cardiovascular health, balance and flexibility, HealthBeat invites teenagers and adults of all abilities, from beginner to advanced, to work out together. Patented resistance technology delivers a better workout, all at users' fingertips. And signage includes links to instructional videos that can be viewed on a smart device while at each fitness station.</p> <p>Introduce the rewards of an exciting fitness challenge to your neighborhood park, community rec center, military base, high school or college campus, fitness club or local gym. An innovative obstacle course invites friendly competition and personal development as fitness warriors race to complete each mission. Design your own FitCore™ Extreme course for teens and adults by grouping your favorite of 15 challenges or consider one of our predesigned courses. Each challenge comes with a helpful sign that clearly sets the goal.</p> <p>Landscape Structures welcomes budding fitness warriors to your community park, school or neighborhood gathering area. Kids can learn the value of friendly competition, personal development and overall physical fitness, all while striving to conquer this age-appropriate obstacle course. Create a FitCore Extreme course for kids ages 5 to 12 by grouping your favorite of our 10 challenges. Or choose one of our predesigned courses. A helpful sign comes with each obstacle and explains the challenge.</p> <p>To complement and enhance fitness equipment projects, we can provide turn-key solutions through our partnerships to include, but are not limited to, installation, site work (i.e., grading, concrete walkways, landscaping, drainage solutions), shelters, site amenities, waterplay, and independent safety audits. These are sourced products and services.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Outdoor Fitness                      Fitness Trail                      Fitness Course                      Extreme Fitness                      Challenge Course</p>



**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Cardio Training Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cardio training equipment includes but is not limited to our HealthBeat Cardio Stepper, HealthBeat Elliptical, Stationary Cyler and Accessible Stationary Cyler.
67	Strength, agility, and mobility training equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have strength, agility, and mobility training equipment options are available for all ability and fitness levels. They include our FitCore Extreme (15 stations), HealthBeat Ab Crunch/Leg Lift, HealthBeat Assisted Row/Push-Up, HealthBeat Balance Steps, HealthBeat Chest/Back Press, HealthBeat Hand Cyler, HealthBeat Mobility, HealthBeat Parallel Bars, HealthBeat Pull-Up/Dip, HealthBeat Plyometrics, HealthBeat Squat Press, HealthBeat Stretch, HealthBeat Tai Chi Wheels, and HealthBeat Circuit.
68	Vocational and exercise/sports rehabilitation or therapy	<input checked="" type="radio"/> Yes <input type="radio"/> No	HealthBeat Outdoor Fitness System - as determined by your physical therapist
69	Services related to the solutions above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Services include but are not limited to installation by a manufacturer certified installer, site work as needed and additional related services to provide a turn-key project.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Landscape Structures' sales leadership team uses Power BI to obtain current information on contract usage. The finance team also provides quarterly and annual contract usage reports to the executive and sales leadership teams. All contract sales are coded for easy data retrieval. Reporting shows how the contract is doing against company sales by month, quarter and against previous years. It provides sales data segmented geographically and by sales organization. In addition, it provides a comprehensive list of sales by order size and repeat customers. This reporting allows us to see where the contract is strongest and areas across the country that our sales leadership team can focus on to increase usage of the Sourcewell contract.
71	Describe the serviceability of your products and how that impacts the durability or longevity of your product.	All outdoor fitness equipment is designed to be self-maintained. Detailed installation and maintenance instructions are provided for each product. It is important the equipment be properly maintained to extend its useful life, especially equipment with moving parts. All of the equipment has been rigorously field tested to ensure it performs as expected.

72	Describe any design or material specification-related attributes that differentiate your offering.	<p>Our products use materials specifically designed to withstand the demands of extreme heat, harsh climates, moisture and UV exposure. ProShield finish combines a specially formulated primer with a high-quality, architectural-grade, Super-Durable TGIC polyester powdercoat. This ensures vibrant long-lasting color, a glossier finish, fewer chips and less maintenance. No lead-based paints are used. The equipment is also offered in a hot dip galvanized finish to help protect it in more extreme environments (e.g. – harsh coastal environments).</p> <p>Steel-reinforced cables are made of tightly woven, polyester-wrapped, six-stranded galvanized-steel cable. These abrasion-resistant, color-stable cables are extremely durable and vandal resistant.</p> <p>HealthBeat Outdoor Fitness Elliptical, Squat Press and Cardio Stepper each incorporate patented resistance technology. U.S. Patent No. 9,802,074</p> <p>TenderTuff Coating insulates against temperature extremes and provides a safer grip surface on FitCore Extreme equipment. TenderTuff meets all safety standards and complies with Public Law No. 110-314, Consumer Product Safety Improvement Act of 2008.</p>
73	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	<p>Any standard fitness equipment designed for users under the age of 13 and developed by Landscape Structures is certified to meet ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, and CAN/CSA-Z614, the Children’s Playspaces and Equipment Standard, through IPEMA.</p> <p>Compliance to Standards  Equipment for 13+ years in age or 1400+ mm in height:</p> <ul style="list-style-type: none"> <li>• ASTM F3101-15 Standard Specification for Unsupervised Public Use Outdoor Fitness Equipment</li> <li>• European Standard EN 16630:2015 Permanently installed outdoor fitness equipment—Safety requirements and test methods</li> <li>• Singapore Standard SS534:2007 Specification for Outdoor fitness equipment for public use</li> </ul> <p>Equipment for 5-12 years in age:</p> <ul style="list-style-type: none"> <li>• ASTM F1487-17 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use</li> <li>• CAN/CSA Z-614-14, Update No. 1, Sept. 2016 Children’s playspaces and equipment</li> <li>• European Standard EN 1176-1:2017 Playground equipment and surfacing—General safety requirements and test methods</li> </ul>

74	Describe any manufacturing processes or material specification-related attributes (wind speed or snow load specifications) that differentiate your offering from your competitors.	<p>We have always been committed to designing and manufacturing the best outdoor fitness equipment and playgrounds in the world. It's a commitment that means we don't cut corners, from industry-leading design to manufacturing techniques that deliver unparalleled quality. It's employees and sales consultants who are passionate and proud of what we create. And it's an unyielding commitment to delivering the best product, the best service and the best results for our customers.</p> <p>Our world class manufacturing is driven by kaizen methodology and our culture. We are vertically integrated for maximum quality control by employee owners. We work with our supply chain partners to eliminate waste and ensure the proper quality controls are in place and adhered to. Our superior materials, fit and finishes ensure our products are built to last decades instead of years. Our certified welders are committed to ensuring our products are of the highest quality. Our packaging ensures products arrive undamaged, ready, to be installed and used as quickly as possible. Detailed maintenance and installation instructions are provided for each product.</p> <p>3 dimensional diagrams are incorporated into each individually marked hardware packet to enable professional and non-professional installers to identify the product quickly and accurately for installation. This significantly impacts the efficiency and quality of installation.</p> <p>Landscape Structures has the industry's best lead times and delivery. And we go beyond our industry-leading warranty to do what is right.</p> <p>Our standard work, ISO audited customer service program, includes a primary process called CCN (customer contact note). CCNs come in from the field and address concerns about shipping shortages, freight damage, warranty issues, etc. We respond to CCNs within 24 hours, which are then documented and reviewed weekly with operations. This process results in corrective action and continuous improvement efforts throughout the organization. Replacement parts are another unique aspect of Landscape Structures customer service and manufacturing expertise. We are the only company in our industry that supplies replacement parts irrespective of the age of the equipment. The replacement parts will be identical to the original equipment except in situations where the original product has been redesigned for safety or conformance reasons. In these situations, Landscape Structures will provide replacements that are similar in form, fit and function. Our archived records include all documentation of orders including customer purchase orders, layout drawings, order acknowledgements, invoices, shipment documents and more. Standard lead time for replacement parts is nine business days, same lead time as provided on all our standard equipment. Upon request most standard hardware can be supplied next day while common painted welded parts can be shipped within 24 to 72 hours.</p> <p>Product updates are made as part of our continuous improvement process. Since we are a manufacturer to order company and do not stock finished goods, the improvements can quickly be deployed. This provides customers with the most current version of the product as quickly as possible.</p> <p>Part of our post-sale customer service is a customer satisfaction survey that is sent out eight weeks after every order is shipped. Feedback and results of those surveys are recorded, shared, and followed up with our local representative organizations.</p>
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**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 75. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		NO EXCEPTIONS

## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Elaine Harkess, Contract Administrator, Landscape Structures Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_2_Outdoor Fitness Equipment_RFP 010721</b> Mon November 16 2020 01:24 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Outdoor Fitness Equipment_RFP 010721</b> Thu November 12 2020 11:54 AM	<input checked="" type="checkbox"/>	1

# EXHIBIT B

City Contact

Marilyn Surakus  
PMB Bureau Manager

Marilyn.Surakus@longbeach.gov  
562-570-5793

# EXHIBIT C

City Furnished Information or Materials: None

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# EXHIBIT D

Consultant Contact Info

Elaine Harkess  
Contract Administrator

601 7th Street South  
Delano, Minnesota 55328

P 763.972.5243

[ElaineHarkess@playlsi.com](mailto:ElaineHarkess@playlsi.com)

[playlsi.com](http://playlsi.com)



# EXHIBIT E

Project Labor Agreement

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35891

PROJECT LABOR AGREEMENT

BY AND BETWEEN

THE CITY OF LONG BEACH

AND

LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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# 35891

## CITY OF LONG BEACH PROJECT LABOR AGREEMENT

This Project Labor Agreement ("Agreement") is entered into effective as of May 6, 2021, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on February ~~2~~, 2021, by and between the City of Long Beach, a municipal corporation ("City"), the Los Angeles/Orange Counties Building and Construction Trades Council ("Trades Council"), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). This Agreement establishes the labor relations policies and procedures for the City, the Contractors awarded contracts for Project Work and for the crafts persons employed by the Contractors and represented by the Unions engaged in the Project Work as more fully described below. The City, Trades Council and Unions are hereinafter referred to herein, as the context may require, as "Party" or "Parties."

It is understood by the Parties to this Agreement that for the duration of this Agreement, it shall be the policy of the City for all Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as "**Attachment A**"), and to require each of its subcontractors, of whatever tier, to become bound. The City shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the City.

It is further understood that the City shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to all signatory Parties, the Contractors and crafts persons working under it, and the residents of the City. The City shall therefore designate a "PLA Administrator," either from its own staff or an independent contractor, to serve as the City's liaison for Contractors and other persons; monitor compliance with this Agreement; assist, as the authorized representative of the City, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer this Agreement. For such purposes, each Contractor recognizes the PLA Administrator, its successors or assigns, as its agent; and together with City and the Unions, the PLA Administrator shall be considered a "negotiating party" of this Agreement.

### ARTICLE 1 DEFINITIONS

Section 1.1 "Agreement" or "PLA" means this Project Labor Agreement.

Section 1.2 "Apprentice" means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.3 "Construction Contract" or "Construction Contracts" means any contract entered into by the City, as more fully described in Article 2.

Section 1.4 "Contractor" or "Subcontractor" or "Employer" means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the City or any of its contractors or any of the City's or contractor's subcontractors of any tier, with respect to the construction of any part of a Project under contract terms and conditions approved by the City and which incorporate this Agreement.

Section 1.5 "City" means the City of Long Beach.

Section 1.6 "Joint Labor/Management Apprenticeship Program" means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.7 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to the City before beginning any Project Work, which formally binds such Contractor(s) to adherence to all the forms, requirements and conditions of this Agreement in the form attached hereto as "**Attachment A.**"

Section 1.8 "Project", "Project Work" or "City Project" means the demolition and construction work to be performed on City property or within easements secured by the City consisting of the construction of public works, pursuant to a Construction Contract entered into by the City, as more fully described in Article 2.

Section 1.9 "Schedule A Agreements" means the local collective bargaining agreements (Master Labor Agreements) of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

Section 1.10 "Subscription Agreement" means the contract between a Contractor and a Union's Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of Schedule A.

Section 1.11 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only, and carry no legal significance.

## ARTICLE 2 SCOPE OF THE AGREEMENT

Section 2.1 General This Agreement shall apply and is limited to all of the City's Project Work, as specified in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts awarded for such work, for the development of the City's facilities which, jointly, constitute the Project, and have been designated by the City for construction or rehabilitation.

Section 2.2 Specific

- (a) The work covered by this Agreement shall be limited to any and all demolition, construction and rehabilitation work pursuant to prime multi-trade and specialty contracts and all subcontracts, of whatever tier, that flow from these contracts entered into by the City (excluding City Charter-commissioned departments, except for the Public Works Department, which shall be covered) that exceed seven hundred and fifty thousand dollars (\$750,000) for non-street/right of way projects and one million dollars (\$1,000,000) for street/right of way projects, and is not intended to, and shall not apply to any work performed at any time prior to the effective date, or after the expiration or termination of this Agreement, except as provided herein, or on other City projects. This Agreement shall in no way limit the City's right to terminate, modify or rescind any construction contract and/or any related subcontract or agreement. Should the City remove or terminate any contract or agreement for construction that does not fall within the scope of this Agreement and thereafter authorize that work be commenced on any contract for such construction, the contract for construction may, at the sole election of the City, be performed under the terms of this Agreement.
- (b) Work covered by this Agreement shall also include projects built by, with or for the City where the City has a "Proprietary Interest" in a project. For the purposes of this section 2.2, Proprietary Interest means: (1) the City provides (a) a cash payment, (b) transient occupancy tax rebate, (c) a loan with provisions conditionally forgiving interest or principal, or (d) real property for less than fair market value for that Project, and (2) the present value of that payment, rebate, loan or real property benefit exceeds one million dollars. This definition of Proprietary Interest excludes (1) projects conducted by, with or for a nonprofit or 501(c)(3) organization, and (2) City assisted or related developments, all of or a portion of which are subject to a recorded affordable housing restrictions.
- (c) Beginning after five (5) years from the effective date of this Agreement, the Parties shall meet and discuss potential changes to the thresholds reflected above in Section 2.2(a), with any agreement reached to be put in writing and signed by the Parties.

Section 2.3 Bundling of Contracts

- (a) The City, in its sole discretion, may seek to group (or "bundle") for bidding, contracts not meeting the threshold of Section 2.2 above. (Small contracts for like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and
- (b) Project Work will not be intentionally split, divided or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 Applicability The Parties agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

Section 2.5 Exclusions Items specifically excluded from the scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to: superintendents; teachers; supervisors (except those covered by Schedule A Agreements above the level of general foreman); staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, executive, administrative, supervisory and management employees;

(b) Equipment and machinery owned or controlled and operated by the City;

(c) All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project, and the movement of materials or goods between such locations and a Project site are within the scope of this Agreement;

(d) All work performed by City employees, the PLA Administrator, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the City (including, but not limited to, project managers and construction managers and their employees were not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) not employed by the City are a covered craft under the PLA. (This inclusion applies to the scope of work defined in the State of California Wage Determination for said Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of the PLA.) Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

(e) Any work performed near, or leading to a site of work covered by this Agreement and undertaken by state, county or other governmental bodies, or their Contractors; or by public utilities (including but not limited to Long Beach Water, Southern California Edison, any solar energy provider, etc.), or their Contractors; and/or by adjacent third party landowners; and/or by the City or its Contractors (for work which is not within the scope of this Agreement);

(f) Maintenance of leased equipment and on-site supervision of such work;

(g) Work by employees of a manufacturer or vendor supervising the work of Craft employees under this Agreement, necessary to maintain such manufacturer's or vendor's warranties or guaranty;

(h) Non-construction support services contracted by the City, City consultants, the PLA Administrator, or Contractor in connection with a Project;

(i) Laboratory work for testing;

(j) All work by employees of the City or its contractors involving services, operation and/or general maintenance and/or repair and/or cleaning work;

(k) All work performed by Long Beach Gas and Oil including, but not limited to gas pipeline work;

(l) All work pursuant to "as-needed" contracts with the City, including but not limited to individual projects performed under job order contracts (JOCs) that are below the dollar threshold specified in Section 2.2(a), notwithstanding a total not-to-exceed amount on a JOC above such dollar threshold; and

(m) All transportation of goods and materials to and from the project site except: (1) in those instances where it is necessary to set up a work area adjacent to the project site, then the transportation of goods and materials from the ancillary site to the project site will be covered under the Agreement, (2) the hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, and construction debris from a public works site to an outside disposal location will be covered under the Agreement, but the hauling of recyclable materials that have been separated from other materials at the jobsite prior to transportation and that are to be sold at fair market value to a bona fide purchaser will not be covered by the Agreement.

#### Section 2.6 Awarding of Contracts

(a) The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on Project Work to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is ready, willing, and able to execute and comply with this Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent set forth in "**Attachment A**" hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance of the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement



prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the PLA Administrator and to the Trades Council before the commencement of Project Work.

(c) The City agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the City shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all projects.

#### Section 2.7 Coverage Exception

(a) This Agreement shall not apply if the City receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the City not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations. The City agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

(b) In case of conflict other than those stated in Section 2.7(a), where particular provisions of this Agreement would be prohibited by Federal or State law, or where the application of this Agreement would violate or be inconsistent with the terms, conditions or contingencies of a grant or a contract with an agency of the United States or the State of California, then the PLA Administrator shall adapt requirements of this Agreement into a set of contract provisions that advance the purposes of this Agreement to the maximum extent feasible without conflicting with Federal or State law or with terms, conditions or contingencies of the State or Federal grant or contract in question. The City shall include this set of contract provisions in the public works or improvement contract with regard to the project or portions of the project for which this Agreement would conflict with Federal or State requirements.

(c) Should City partner with another public agency wherein City and such other public agency jointly fund or construct a Project which would otherwise be considered a "Covered Project" under the terms of this Agreement, the Unions agree to meet and discuss the application of the terms and conditions of this Agreement to such other Project with such other public agency. In the event the public agency partner does not agree to be bound by the terms of this Agreement, the said project shall be exempt from this Agreement.

(d) The Parties or the Trades Council, together and/or separately, shall not be precluded from entering into other project labor agreements, that are separate and apart from this Agreement, for specific City projects including but not limited to future projects such as for the new Belmont Plaza Pool, which may supersede and override this Agreement in its entirety.

(e) Should the City receive funding or assistance from any federal agency that prohibits the use of a geographic-based hiring preference, then such geographic-based hiring

preferences, as set forth in Sections 3.5, 3.6, 3.8 and 14.1 herein, shall not apply to the work funded by such federal source.

Section 2.8 Schedule A's

(a) The provisions of this Agreement, including the Schedule A's (which are the local Master Labor Agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference), shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a Schedule A and not covered by this Agreement, the provisions of the Schedule A shall prevail. Any dispute as to the applicable source between this Agreement and any Schedule A for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this Agreement, together with the referenced Schedule A's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Participation or Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the documents described herein, with the appropriate Craft Union prior to the subcontractor beginning work on covered Projects.

Section 2.9 Workers' Compensation Carve-out The Parties recognize the potential which the Project Work may provide for the implementation of a cost effective workers' compensation system, as permitted by revised California Labor Code Section 3201.5, and it is understood that the City is in an ongoing review of the value of such a program. Should the City request, the Union parties agree to meet and negotiate in good faith with representatives of the City for the development, and subsequent implementation, of an effective program involving improved and

revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the California Labor Code.

Section 2.10 Binding Signatories Only This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party not performing Project Work.

Section 2.11 Other City Work This Agreement shall be limited to the construction work within the scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by City employees or contracted for by the City for its own account, on its property or in and around a Project site.

Section 2.12 Separate Liability It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City or PLA Administrator and/or any Contractor.

Section 2.13 Completed Project Work As areas of covered work are accepted by the City, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the City or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the City.

Section 2.14 Progress Reports City staff will provide annual reports to the City Council detailing the progress made in meeting the stated goals of this Agreement.

### ARTICLE 3 UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition The Contractor recognizes the Trades Council and the Unions as the sole and exclusive bargaining representative for the employees engaged in Project Work. ~~Contractors further recognize that the Unions shall be the primary source of all craft labor employed on the Projects. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below.~~

Section 3.2 Contractor Selection of Employees The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 3.3 and Section 4.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason subject to Section 3.4 herein, and subject to any reporting pay required by Section 6.6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

### Section 3.3 Referral Procedures

(a) For signatory Unions now having a job referral system contained in a Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of City residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the PLA Administrator and others designated by the City, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the City, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the City.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on a covered Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, gender identity/expression, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status, military or veteran status, medical condition, genetic information, or disability. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the City's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

### Section 3.5 Employment of City Residents

(a) The Unions and Employers agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to

refer and/or recruit sufficient numbers of skilled craft "Local Residents" as defined herein, to fulfill the requirements of the Employers. In recognition of the fact that the City and the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas. Towards that end, the Unions shall exert their best efforts to encourage and provide referrals and utilization of qualified workers residing in those first tier zip codes which include all of the City of Long Beach, as set forth in "**Attachment B**" attached hereto. If the Unions cannot provide the Employers in the attainment of a sufficient number of Local Residents from within the first tier zip codes, the Unions shall exert their best efforts to then recruit and identify for referral Local Residents residing in second tier zip codes which reflect the Gateway Cities, as set forth in "**Attachment B**" attached hereto. If the Unions still have not provided the Employers in the attainment of a sufficient number of Local Residents, the Unions shall then exert their best efforts to recruit and identify for referral Local Residents residing within Orange and Los Angeles counties.

(1) Where Project Work is funded in full or in part by State of California Tideland funds, the term Local Resident, as used in this section, shall mean an individual whose primary place of residence is within the Counties of Los Angeles or Orange.

(b) A goal of 40% of the total work hours shall be from workers residing within the areas described in (a) above.

(c) The City is in the process of establishing referral mechanisms to ensure the recruitment, training and placement of Transitional Workers and veterans into apprentice programs, with a goal of 10% of such Transitional Workers and veterans being placed from such programs. "Transitional Workers" means an individual who, prior to commencing work on the project, faces one of the following barriers to employment: (1) being homeless; (2) being a custodial single parent; (3) receiving public assistance; (4) lacking a GED or high school diploma; (5) having a criminal record or other involvement with the criminal justice system; (6) suffering from chronic unemployment ; (7) emancipated from the foster care system; (8) being a veteran of the Iraq/Afghanistan war.

(d) The Trades Council agrees to support the operation of pre-apprentice referral programs in Long Beach. Further, the Unions agree to place on their referral roles or in their apprenticeship training programs, as appropriate and needed, qualified persons sent to them by the PLA Administrator, the Building Trades non-profit Apprenticeship Readiness Fund's: Apprenticeship Readiness Coordinator and Apprenticeship Coordinator for the Long Beach Unified School District. This shall include, but is not limited to, those individuals who have received an MC3 completion certificate from an apprenticeship preparation program that utilizes the Building Trades multi-craft core curriculum (MC3) including, but not limited to, the Long Beach Community College District's MC3 Pre-Apprenticeship Program. Such individuals must meet the qualifications and minimum requirements for the respective craft Union, or their respective apprenticeship or training programs, in order to be placed on the referral roles or placed into such apprenticeship or training programs.

### Section 3.6 Requirements on Contractors

(a) To facilitate the dispatch of Local Residents, Transitional Workers and veterans, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project, a sample of which is attached as "Attachment C." This form must also be sent to the PLA Administrator at Pacific Gateway at the time of request. When Local Residents, Transitional Workers and veterans are requested by the Employers, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

(b) The City will require the prime contractor to hire a "Jobs Coordinator" who shall provide additional outreach efforts in connecting Long Beach residents with job opportunities. The term Jobs Coordinator means an independent third-party individual, entity or employee with whom the prime contractor enters into a contract or employs to facilitate implementation of the targeted hiring requirements of the PLA. The Jobs Coordinator must be able to demonstrate or document to the City the requisite qualifications and/or experience to fulfill the duties and responsibilities as outlined in PLA.

(c) All Contractors shall use a skilled and trained workforce, as defined and in accordance with Public Contract Code section 2601, in the performance of all Project Work.

Section 3.7 Helmets to Hardhats The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified applicant to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

### Section 3.8 Core Employees

(a) Except as otherwise provided in separate collective bargaining agreement(s) to which the Contractor is signatory, Contractors may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the

affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to employees not currently working under a current Schedule A Agreement and is not intended to limit the transfer provisions of the Schedule A Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

(b) The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who possess any license required by state or federal law for the Project Work to be performed; who have worked at least two thousand (2,000) hours in the three years prior to project award in the applicable trade or craft in which they are employed; who have the ability to safely perform the basic functions of the applicable trade and who have been residing within the first or second tier zip codes described in Section 3.5(a) for the one hundred (100) working days immediately prior to the award of Project Work to the Contractor.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the PLA Administrator and the Trades Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address and such other documentation) evidencing the core employee's qualification as a core employee to the PLA Administrator and the Trades Council.

(d) The provisions of this Section 3.8 shall only apply to employees who are not working under the terms of a Schedule A Agreement at the time of their transfer to work covered under this Agreement and is not intended to limit the transfer provisions of the Schedule A Agreements of any of the Unions signatory hereto.

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Section 3.9 Time for Referral If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any, before commencing work.

Section 3.10 Lack of Referral Procedure If a signatory Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity

to refer applicants. Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.11 Union Membership Employees are not required to become or remain union members as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 3.11 is intended to supersede the requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.

Section 3.12 Individual Seniority Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's Schedule A as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.13 Foremen The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

Section 3.14 Out of State Workers In determining compliance with the targeted hiring goals of Section 3.5 above, hours of Project Work performed by residents of states other than California will be excluded from the calculation. Additionally, the residency requirement in Section 3.8(b) shall not apply to workers residing out of state.

#### ARTICLE 4 UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites Authorized representatives of the Union shall have access to Project Work sites, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

#### Section 4.2 Stewards

(a) Each signatory Union shall have the right to dispatch a working journeyman as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with



the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Schedule A, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

Section 4.4 Employees on Non-Project Work On work where the personnel of the City may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the City personnel, or with personnel employed by any other employer not a Party to this Agreement.

## ARTICLE 5 WAGES AND BENEFITS

Section 5.1 Wages All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. This Agreement does not relieve Contractors from any independent contractual or other obligation they may have to pay wages in excess of the prevailing wage rate as required.

### Section 5.2 Benefits

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Schedule A and make all employee-authorized deductions in the amounts designated in the appropriate Schedule A, however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding Section 2.8(a) herein, Contractors that are direct signatories to one or more of the Schedule A Agreements are required to make all contributions set forth in

those Schedule A Agreements without reference to the foregoing. Bona fide jointly-trusted benefit plans or authorized employee deduction programs established or negotiated under the applicable Schedule A or by the Parties to this Agreement during the life of this Agreement may be added.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to certify to the PLA Administrator that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the PLA Administrator, the PLA Administrator shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the City or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

## ARTICLE 6

### HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 6.1 Hours of Work Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (½) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the Parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

Section 6.2 Place of Work Employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or tool box or equipment at the employee's assigned work location or the place where the foreman gives instructions. The Parties reaffirm their policy of a fair day's work for a fair day's wage. Except as indicated in Section 6.6, there shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 6.3 Overtime Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

Section 6.4 Shifts and Alternate Work Schedules

(a) Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor upon three (3) days' prior notice to the affected Union(s), unless a shorter notice period is provided for in the applicable Schedule A. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period, for eight (8) hours pay. The last shift shall start on or before 6:00 p.m. The first shift starting at or after 6:00 a.m. is designated as the first shift, with the second shift following.

(b) Contractors, the Trades Council and the Union recognize the economic impact upon the City and City residents of the Project being undertaken by the City and agree that all Parties to this Agreement desire and intend Project Work to be undertaken in a cost efficient and effective manner to the highest standard of quality and craftsmanship. Recognizing the economic conditions, the Parties agree that, except to the extent permitted by law, employees performing Project Work shall not be entitled to any differentials or additional pay based upon the shift or work schedule of the employees. Instead, all employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked.

(c) Because of operational necessities, the second shift may, at the City's direction, be scheduled without the preceding shift having been worked. It is recognized that the City's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the City's bid specification, the Contractor shall give affected Union(s) at least three (3) days' notice of such schedule changes.

Section 6.5 Holidays Recognized holidays on this Project shall be those set forth and governed by the prevailing wage determination(s) applicable to this Project.

Section 6.6 Show-up Pay

(a) Except as otherwise required by State law, Employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Employees who are directed to start work shall receive four (4) hours of pay at the regular straight time hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project Site and available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or his/her designated representative. Each employee shall furnish his/her Contractor with his/her current address and telephone number, and shall promptly report any changes to the Contractor.

(b) An employee called out to work outside of his/her shift shall receive a minimum of two (2) hours pay at the appropriate rate. This does not apply to time worked as an extension of (before or after) the employee's normal shift.

(c) When an employee leaves the job or work location of his/her own volition, or is discharged for cause or is not working as a result of the Contractor's invocation of Section 12.2 herein, the employee shall only be paid for actual time worked.

Section 6.7 Meal Periods The Contractor will schedule a meal period of no more than one-half hour duration at the work location at approximately mid-point of the schedule shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. An employee may be required to work through his/her meal period because of an emergency or a threat to life or property, or for such other reasons as are in the applicable Schedule A, and if he/she is so required, he/she shall be compensated in the manner established in the applicable Schedule A.

Section 6.8 Make-up Days To the extent permitted by the applicable general wage determination, when an employee has been prevented from working for reasons beyond the control of the employer, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the state prevailing wage law.

## ARTICLE 7 WORK STOPPAGES AND LOCK-OUTS

Section 7.1 No Work Stoppages or Disruptive Activity The Trades Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Trades Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Trades Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 7.2 Employee Violations The Contractor may discharge any employee violating Section 7.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 7.3 Standing to Enforce The City, the PLA Administrator, or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein.

Section 7.4 Expiration of Schedule A's If the Schedule A Agreement, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 7.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new Schedule A Agreement, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b) above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option (b).

Section 7.5 No Lockouts Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to

secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

#### Section 7.6 Best Efforts to End Violations

(a) If a Contractor contends that there is any violation of this Article or Section 8.3, it shall notify, in writing, the Executive Secretary of the Trades Council, the Senior Executive of the involved Union(s) and the PLA Administrator. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the PLA Administrator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 7.8. The PLA Administrator shall promptly order the involved Contractor(s) to cease any violation of the Article.

#### Section 7.7 Withholding of services for failure to pay wages and fringe benefits

Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable Schedule A Agreements. Prior to withholding its members services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's Schedule A Agreement, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the City. Union will meet within the ten (10) day period to attempt to resolve the dispute.

(c) Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 7.8 Expedited Enforcement Procedure Any party, including the City, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the PLA Administrator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 7.1 or 7.5, above, or Section 8.3 is alleged.

(a) The Party invoking this procedure shall notify the person named in “Attachment D”, who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, as set forth under section 10.2, Step 3 (a), in that order on an alternating basis. Expenses incurred in arbitration shall be borne equally by the Parties involved in the arbitration and the decision of the arbitrator shall be final and binding on the Parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Trades Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 7.6, as above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator’s discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 7.1 or 7.5, above, or Section 8.3 herein has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, (except for damages as set forth in 7.8 below) which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator’s award as issued under Section 7.7(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party’s right to participate in a hearing for a final order of enforcement. The court’s order or orders enforcing the arbitrator’s award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the

representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

## ARTICLE 8 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 Assignment of Work The assignment of Project Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 8.2 The Plan All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

(a) If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 8.3 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.4 Pre-Job Conferences As provided in Article 16, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Trades Council and the PLA Administrator shall be advised in advance of all such conferences and may participate if they wish.

Section 8.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set



forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 7 above.

ARTICLE 9  
MANAGEMENT RIGHTS

Section 9.1 Contractor and City Rights The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Project Work and expressly reserve their management rights and all rights conferred upon them by law without any limitations unless expressly limited or required by a specific provision of this Agreement or a Schedule A Agreement. These rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Schedule A(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific City Rights In addition to the following and other rights of the City enumerated in this Agreement, the City expressly reserves its management rights and all the rights conferred on it by law. The City's rights (and those of the Contract Administrator on its behalf) include but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;
- (b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;
- (c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City's Facilities and/or to mitigate the

effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the PLA Administrator, and the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provision of Article 6, Section 6.6);

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, through the PLA Administrator, in the matter set forth in Articles 7 and 10.

Section 9.3 Use of Materials There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The City and the PLA Administrator shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

#### Section 9.4 Special Equipment, Warranties and Guaranties

(a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated pre-piped and/or pre-wired and that it be installed under the supervision and direction of the City's and/or manufacturer's personnel. The Unions agree to install such equipment without incident.

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately

consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

ARTICLE 10  
SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Trades Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the PLA Administrator, together with the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The PLA Administrator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

(c) The PLA Administrator shall oversee the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 10.2 Processing Grievances Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the Schedule A's, but not jurisdictional disputes or alleged violations of Section 7.1 and 7.4 herein and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1 above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, and the labor relations representative of the PLA Administrator, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the PLA Administrator (with copy (ies) to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list in “**Attachment D**” attached hereto, on a rotational basis in the order listed. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 10.3 Limit on Use of Procedures The procedures contained in this Article shall not be applicable to any alleged violation of Articles 7 or 8, with a single exception that any employee discharged for violation of Section 7.2, or Section 8.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 10.4 Notice The PLA Administrator (and the City, in the case of any grievance regarding the Scope of this Agreement), shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the PLA Administrator shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

ARTICLE 11  
REGULATORY COMPLIANCE

Section 11.1 Compliance with All Laws The Trades Council and all Unions, Contractors, subcontractors and their employees shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the City, the PLA Administrator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 11.2 Prevailing Wage Compliance All Contractors shall comply with the state laws and regulation on prevailing wages. Compliance with this obligation may be enforced by the appropriate parties through Article 10 above, or by pursuing the remedies available under state law through the Labor Commissioner or the Department of Industrial Relations.

Section 11.3 Violations of Law Should there be a finding by a Court or administrative tribunal of competent jurisdiction that a Contractor has violated federal and/or state law or regulation, the City, upon notice to the Contractor that it or its subcontractors is in such violation (including any finding of non-compliance with the California prevailing wage obligations as enforced pursuant to DIR regulations), the City, and in the absence of the Contractor or subcontractor remedying such violation, may take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work.

ARTICLE 12  
SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the City or the Contractor, whichever is most restrictive shall apply. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the City.

(b) Employees shall be bound by the safety, security and visitor rules established by the Contractor and/or the City. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

(c) The Contractor shall comply with all of the requirements of the Pipeline and Hazardous Materials Safety Administration Drug and Alcohol Testing Regulations, 49 CFR Part 199, for pipeline operators, the Federal Highway Administration Drug and Alcohol Testing Regulations, 49 CFR Part 382, for drivers of commercial motor vehicles and the Procedures for Transportation Workplace Drug and Alcohol Testing Programs, 49 CFR Part 40. It is the responsibility of the Contractor to be familiar with the requirements of these regulations.

(d) Prior to the start of work, the Contractor shall provide adequate documentation to substantiate full compliance with these regulations. This documentation shall include, but not be limited to; a current copy of the Contractor's written Drug and Alcohol testing policy indicating:

1. Type of tests (pre-employment, preventative, post-accident, etc.) and details of the testing procedures employed;
2. Name of the Medical Review Officer and Substance Abuse Professional and an outline of their responsibilities;
3. Name of the testing laboratory and proof of National Institute on Drug Abuse (N.I.D.A.) certification by the U.S. Department of Health and Human Services; and Collection agency name.

The City, in its sole discretion, will determine whether the policy submitted is compliant with the applicable regulations. The City reserves the right to reject any contractor or subcontractor that does not meet the above applicable Drug and Alcohol Testing Program regulations.

Ten (10) days prior to start of construction, the Contractor shall submit to the applicable City Project Engineer a copy of the summary of results of the previous 3 month's drugs tests. This summary should include only the total number of persons tested each month and the number of positive and negative test results for each month. The names of those persons tested shall not be included in the summary report. The City reserves the right, in accordance with the provisions of 49 CRF Part 199, to inspect the Contractor's program records, upon request.

Section 12.2 Suspension of Work for Safety A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

Section 12.3 Water and Sanitary Facilities The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

## ARTICLE 13 TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowances, zone rates and parking reimbursements shall be paid in accordance with the applicable Schedule A Agreement unless superseded by the applicable prevailing wage determination.

## ARTICLE 14 APPRENTICES

Section 14.1 Importance of Training The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers

in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The City and the Trades Council will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

#### Section 14.2 Use of Apprentices

(a) Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force (calculated by hours worked) at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the PLA Administrator will work with the Trades Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

(d) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Trades Council.

Section 14.3 Joint Subcommittee on Training and Apprenticeship To carry out the intent and purposes of this Article, a subcommittee of the Labor Management Committee established pursuant to Article 17 may be established, jointly chaired by a designee of the City and a designee of the Trades Council, to oversee the identification and/or effective development of procedures and programs leading to the full utilization of apprenticeship programs, and to work with representatives of each signatory craft's joint apprenticeship committee ("CJAC") and representatives of the City's technical schools to establish appropriate criteria for recognition by such CJAC's of the educational and work experience possessed by City students and graduates toward qualifying for entry or advanced level in the apprenticeship programs under the direction under such CJAC's. The Subcommittee will meet as necessary at the call of the joint chairs to promptly facilitate its purposes in an expeditious manner as soon as this Agreement becomes effective. In addition to the joint chairs, the membership of the committee will consist of at least three representatives of the signatory local Unions and three representatives of Contractors signatory to this Agreement and experienced in overseeing and participating in joint labor management apprenticeship programs (or organizations to which the Contractors belong).

## ARTICLE 15 WORKING CONDITIONS

Section 15.1 Meal and Rest Periods There will be no non-working times established during working hours except as may be required by applicable state law or regulations. Meal periods and Rest periods shall be as provided for in Wage Order 16. Individual coffee containers will be permitted at the employees' work location; however, there will be no organized coffee breaks.

Section 15.2 Work Rules The City, the PLA Administrator, and/or relevant Contractor shall establish such reasonable work rules as they deem appropriate and not inconsistent with this Agreement. These rules will be posted at the work sites by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by employees may be grounds for discipline up to and including discharge.

Section 15.3 Emergency Use of Tools and Equipment There should be no restrictions on the emergency use of any tools by any qualified employee or supervisor, or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or equipment involved and is compliance with applicable governmental rules and regulations.

Section 15.4 Access Restrictions for Cars Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited to certain roads and/or parking areas.

## ARTICLE 16 PRE-JOB CONFERENCES

Section 16.1 Each Primary Contractor which is awarded a Construction Contract by the City for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) prior to commencing work. All Contractors who have been awarded contracts by the Primary



Contractor shall attend the Pre-Job conference. The Trades Council and the PLA Administrator shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Primary Contractor and all Contractors at the Pre-Job conference in accordance with industry practice. Should there be any formal jurisdictional dispute raised under Article 8, the PLA Administrator shall be promptly notified. Primary Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project.

ARTICLE 17  
LABOR/MANAGEMENT COOPERATION

Section 17.1 Joint Committee The Parties to this Agreement shall establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the City and three (3) representatives selected by the Trades Council to monitor compliance with the terms and conditions of this Agreement and to recommend amendments to this Agreement, with the exception of the dollar threshold specified in Section 2.2(a) and the term of this Agreement under Section 22.1, when doing so would be to the mutual benefit of the Parties. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. A quorum will consist of at least two (2) representatives selected by the City and at least two (2) representatives selected by the Trades Council. For voting purposes, only an equal number of City and Union representatives present may constitute a voting quorum.

Section 17.2 Functions of Joint Committee The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles 7, 8 or 10 shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article. The PLA Administrator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions the Contractors and the City. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The PLA Administrator shall prepare quarterly reports on apprentice utilization and the training and employment of City residents, and a schedule of Project Work and estimated number of craft workers needed. The Committee or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

Section 17.3 Subcommittees The Committee may form subcommittees to consider and advise the full Committee with regard to safety and health issues affecting the Project and other similar issues affecting the overall Project, including any workers compensation program initiated under this Agreement.

ARTICLE 18  
SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause It is not the intention of the City, the PLA Administrator, Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 18.2 Effect of Injunctions or Other Court Orders The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and the fact on covered Project Work to the maximum extent legally possible.

ARTICLE 19  
WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 20  
AMENDMENTS AND AMBIGUITY

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto. In the event of any conflict or ambiguity between this Agreement and any Attachment or exhibit, the provisions of this Agreement shall govern.

ARTICLE 21  
WORK OPPORTUNITIES PROGRAM

Section 21.1 Work Opportunities The Parties to this Agreement support the development of increased numbers of skilled construction workers from among the Area Residents residing within the City of Long Beach (“Area Residents”), to meet the labor needs of the Project, specifically, and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for these Area Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

(a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Area Residents as journeymen, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and

(b) Assist Area Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) including Long Beach City College’s MC3 Pre-Apprenticeship Program and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Area Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Area Residents for work on this Project; and

(c) Support local events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry.

(d) Allow tours of their JAC training facilities, as requested; and

(e) Provide a contact information list for all Union representatives and Joint Apprenticeship Committee representatives; and

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ARTICLE 22  
DURATION OF THE AGREEMENT

Section 22.1 Duration

(a) This Agreement shall be effective from the date signed by all Parties and shall remain in effect for a period of ten (10) years. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

(b) This Agreement may be extended by written mutual consent of the City and the signatory Unions for such further periods as the Parties shall agree to.

Section 22.2 Turnover and Final Acceptance of Completed Work

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the City by the Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the City or third parties with the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage and repairs or modifications required by its contract(s) with the City.

(b) Notice of each final acceptance received by the Contractor will be provided to the Trades Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Completion is issued by the City or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the City pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the City, will be available from the PLA Administrator.

IN WITNESS whereof the Parties have caused this Project Labor Agreement to be executed as of the date and year above stated.

CITY OF LONG BEACH

LOS ANGELES/ORANGE COUNTIES  
BUILDING & CONSTRUCTION  
TRADES COUNCIL

By: Linda F. Iatun  
Thomas B. Modica 5/6/2021  
City Manager

By: Ron Miller  
Ron Miller  
Executive Secretary

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM  
April 29, 2021  
CHARLES PARKIN, City Attorney

By: Erin Weesner-Mckinley  
ERIN WEESNER-MCKINLEY  
DEPUTY CITY ATTORNEY

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION  
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)

DocuSigned by:  
Mike Patterson (Heat & Frost #5)

Boilermakers (Local 92)

DocuSigned by:  
Luis Miramantes (Boilermakers #92)

Bricklayers & Allied Craftworkers (Local 4)

DocuSigned by:  
Luis Aldaco (BAI #4)

Cement Masons (Local 500)

DocuSigned by:  
Jack Alvarado

Electricians (Local 11)

DocuSigned by:  
Joel Barton (IBEW #11)

Elevator Constructors (Local 18)

DocuSigned by:  
Tony Gaspariga (Elevator Constructors #18)

Gunitite Workers (Local 345)

DocuSigned by:  
Ed Leana (Gunitite #345)

Iron Workers (Reinforced – Local 416)

DocuSigned by:  
Vidal Zambrano (Iron Workers #416)

Iron Workers (Structural – Local 433)

DocuSigned by:  
Keith Hartley – Local 433 Iron Workers

Laborers (Local 1184)

DocuSigned by:  
Michael Dea (LIUNA #1184)

Laborers (Local 1309)

DocuSigned by:  
Mario Sintes (LIUNA Local 1309)

Laborers (Local 300) (Remediation)

DocuSigned by:  
Sergio Kasan (LIUNA #300)

Operating Engineers (Local 12)

DocuSigned by:  
Ken Sikorski (Operating Engineers #12)

Operating Engineers (Local 12)

DocuSigned by:  
David Sikorski

Operating Engineers (Local 12)

DocuSigned by:  
Larry Davison

Painters & Allied Trades DC 36

DocuSigned by:  
Mark Bartlett

Pipe Trades (Local 250)

DocuSigned by:  
Denn Santa (IUPUI #250)

Pipe Trades (Local 345)

DocuSigned by:  
Ricardo Perez (IUPUI #345)

Pipe Trades (Plumbers Local 78)

DocuSigned by:  
Jeremy Diaz (Plumbers #78)

Pipe Trades (Sprinkler Fitters Local 709)

DocuSigned by:  
Todd Gidden (Sprinkler Fitters #709)

Plasterers (Local 200)

DocuSigned by:  
Tom Castleman (Plasterers #200)

Plaster Tenders (Local 1414)

DocuSigned by:  
Jim Preciado (Plaster Tenders #1414)

Roofers & Waterproofers (Local 36)

DocuSigned by:  
Cliff Smith (Roofers #36)

Sheet Metal Workers (Local 105)

DocuSigned by:  
Luther Medina

Teamsters (Local 986)

DocuSigned by:  
Caesar Boyas (Teamsters #986)

Southwest Regional Council of Carpenters

DocuSigned by:  
Stephen Avatza

ATTACHMENT A

LETTER OF ASSENT

To be signed by all contractors awarded work covered by the City of Long Beach Project Labor Agreement prior to commencing work.

[Contractor's Letterhead]  
PLA Administrator  
City of Long Beach  
1234 address  
City, state, zip code  
Attn: \_\_\_\_\_

Re: Project Labor Agreement - Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the City of Long Beach Project Labor Agreement effective \_\_\_\_\_, 2021, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [\_\_\_\_\_] Name and Title of Authorized Executive

Contractor's State License No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

[Copies of this letter must be submitted to the PLA Administrator and to the Trades Council Consistent with Article 2, Section 2.6 (b).]

ATTACHMENT B

**FIRST TIER ZIP CODES (CITY BOUNDARY)**

90802	Long Beach
90803	Long Beach
90804	Long Beach
90805	Long Beach
90806	Long Beach
90807	Long Beach
90808	Long Beach
90809	Long Beach
90810	Long Beach
90813	Long Beach
90814	Long Beach
90815	Long Beach
90822	Long Beach

**SECOND TIER ZIP CODES (GATEWAY CITIES)**

90001	Florence/South Central	90605	Whittier/South Whittier
90022	East Los Angeles	90606	Whittier
90023	East Los Angeles	90638	La Mirada
90040	Commerce	90639	La Mirada
90058	Vernon	90640	Montebello
90201	Bell/Bell Gardens/Cudahy	90650	Norwalk
90220	Compton/Rancho Dominguez	90660	Pico Rivera
90221	Compton/East Rancho Dominguez	90670	Santa Fe Springs
90222	Compton/Rosewood/Willowbrook	90701	Artesia/Cerritos
90240	Downey	90703	Cerritos
90241	Downey	90704	Avalon
90242	Downey	90706	Bellflower
90262	Lynwood	90712	Lakewood
90270	Maywood	90713	Lakewood
90280	South Gate	90715	Lakewood
90601	Whittier	90716	Hawaiian Gardens
90602	Whittier	90723	Paramount
90603	Whittier	90755	Signal Hill
90604	Whittier	91744	Industry

**THIRD TIER**

**(LOS ANGELES AND ORANGE COUNTY RESIDENTS)**

ATTACHMENT C

CITY OF LONG BEACH  
CRAFT REQUEST FORM

**TO THE CONTRACTOR:** Please complete and fax this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

The City of Long Beach Project Labor Agreement establishes a goal that 40% of the total work hours shall be from workers residing: first, in those first tier zip codes which include all of the City of Long Beach, as attached hereto, second, in those second tier zip codes which reflect the Gateway Cities, as attached hereto, and third, residing within the Counties of Orange and Los Angeles. Where Project Work is funded in full or in part by State of California Tideland funds, the term Local Resident, as used herein, shall mean an individual whose primary place of residence is within the Counties of Los Angeles or Orange. For Dispatch purposes, employees residing within any of these three (3) areas shall be referred to as Local Residents.

The PLA establishes a further goal that 10% of the total work hours shall be from transitional workers and veterans. "Transitional Workers" means an individual whose income as an unrelated individual or whose family income is below seventy percent (70%) of the Lower Living Standard Income Level as determined and published by the United States Department of Labor applicable to the area in which the individual resides, and as verified by the Pacific Gateway Workforce Investment Network.

**TO THE UNION:** Please complete the "Union Use Only" section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

**CONTRACTOR USE ONLY**

**To:** Union Local # \_\_\_\_\_ Fax# ( ) \_\_\_\_\_ **Date:** \_\_\_\_\_

**Cc:** PLA Administrator

**From:** Company: \_\_\_\_\_ Issued By: \_\_\_\_\_

Contact Phone : ( ) \_\_\_\_\_ Contact Fax: ( ) \_\_\_\_\_

**PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.**

Craft Classification ( i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident, Transitional Workers, Veteran, or General Dispatch	Number of workers needed	Report Date	Report Time

**TOTAL WORKERS REQUESTED =** \_\_\_\_\_

Please have worker(s) report to the following work address indicated below:

Project Name: \_\_\_\_\_ Site: \_\_\_\_\_ Address: \_\_\_\_\_

Report to: \_\_\_\_\_ On-site Tel: \_\_\_\_\_ On-site Fax: \_\_\_\_\_

**Comment or Special Instructions:** \_\_\_\_\_



**UNION USE ONLY**

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

**WORKER REFERRED**

Name:
Date worker was dispatched:
Is the worker referred a: <span style="float: right;">(check all that apply)</span>

JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
TRANSITIONAL WORKERS OR VETERAN	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

ATTACHEMENT D - ARBITRATORS

- (1) Edna Francis
- (2) Louis Zigman
- (3) Fredric Horowitz
- (4) Sara Adler
- (5) Michael Prihar
- (6) Walt Daugherty
- (7) Michael Rappaport

# EXHIBIT F

Davis Bacon Act

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## Federal Davis Bacon Contract Provisions and Related Matters(29 CFR § 5.5)

(a) **Davis Bacon Provisions.** (For any federally assisted contract in an amount in excess of \$2,000)

(1) **Minimum wages.**

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

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

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by

the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) ***Withholding.*** The City of Long Beach shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) ***Payrolls and basic records.***

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the

construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City of Long Beach if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the City, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either

directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

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

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

**(4) Apprentices and trainees -**

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

determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

(6) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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



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

(10) **Certification of eligibility.**

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

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) **Contract Work Hours and Safety Standards Act.** (For any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act). As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

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

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

"General Decision Number: CA20230022 06/23/2023

Superseded General Decision Number: CA20220022

State: California

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

County: Los Angeles County in California.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/10/2023
4	03/17/2023
5	06/23/2023

ASBE0005-002 07/04/2022

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 32.09	19.66

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all		

insulation materials from  
 mechanical systems, whether  
 they contain asbestos or not)....\$ 23.52                      13.37

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 BOIL0092-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 46.03	38.81

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 \* BRCA0004-007 05/01/2020

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 41.53	19.48

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

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 BRCA0018-004 06/01/2022

	Rates	Fringes
MARBLE FINISHER.....	\$ 37.87	14.13
TILE FINISHER.....	\$ 32.44	12.54
TILE LAYER.....	\$ 45.05	18.33

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 BRCA0018-010 09/01/2022

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 38.37	14.13
TERRAZZO WORKER/SETTER.....	\$ 46.49	14.66

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 CARP0213-001 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 51.60	16.28
(2) Millwright.....	\$ 52.10	16.48
(3) Piledrivermen/Derrick		

Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 51.73	16.28
(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 42.80	16.28
(7) Table Power Saw Operator.....	\$ 51.70	16.28

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

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 CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28

Amounts in "'Rates' column are per day

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 CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

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 CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

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 ELEC0011-004 01/30/2023

Rates	Fringes
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ELECTRICIAN (INSIDE ELECTRICAL WORK)

Journeyman Electrician.....\$ 59.00 3%+29.77

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

Journeyman Transportation Electrician.....\$ 59.00 3%+29.77  
Technician.....\$ 44.25 3%+29.77

FOOT NOTE:

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

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

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

TECHNICIAN:

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

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\* ELEC0011-005 12/27/2021

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

	Rates	Fringes
Communications System		
Installer.....	\$ 43.87	3%+15.03
Technician.....	\$ 33.30	3%+27.82

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

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

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

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

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems



\*Fire Alarm Systems

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

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 ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 64.40		22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 50.00		21.30
(3) Groundman.....\$ 38.23		20.89
(4) Powderman.....\$ 51.87		18.79

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

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 ELEV0018-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 63.95		37.335+a+b

FOOTNOTE:

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

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 ENGI0012-003 07/01/2022

	Rates	Fringes
OPERATOR: Power Equipment		

(All Other Work)

GROUP 1.....	\$ 51.90	30.70
GROUP 2.....	\$ 52.68	30.70
GROUP 3.....	\$ 52.97	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 54.68	30.70
GROUP 8.....	\$ 54.79	30.70
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 54.91	30.70
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 55.08	30.70
GROUP 13.....	\$ 55.18	30.70
GROUP 14.....	\$ 55.21	30.70
GROUP 15.....	\$ 55.29	30.70
GROUP 16.....	\$ 55.41	30.70
GROUP 17.....	\$ 55.58	30.70
GROUP 18.....	\$ 55.68	30.70
GROUP 19.....	\$ 55.79	30.70
GROUP 20.....	\$ 55.91	30.70
GROUP 21.....	\$ 56.08	30.70
GROUP 22.....	\$ 56.18	30.70
GROUP 23.....	\$ 56.29	30.70
GROUP 24.....	\$ 56.41	30.70
GROUP 25.....	\$ 56.58	30.70

OPERATOR: Power Equipment  
(Cranes, Piledriving &  
Hoisting)

GROUP 1.....	\$ 53.25	30.70
GROUP 2.....	\$ 54.03	30.70
GROUP 3.....	\$ 54.32	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 54.68	30.70
GROUP 6.....	\$ 54.79	30.70
GROUP 7.....	\$ 54.91	30.70
GROUP 8.....	\$ 55.08	30.70
GROUP 9.....	\$ 55.25	30.70
GROUP 10.....	\$ 56.25	30.70
GROUP 11.....	\$ 57.25	30.70
GROUP 12.....	\$ 58.25	30.70
GROUP 13.....	\$ 59.25	30.70

OPERATOR: Power Equipment  
(Tunnel Work)

GROUP 1.....	\$ 54.53	30.70
GROUP 2.....	\$ 54.82	30.70
GROUP 3.....	\$ 54.96	30.70
GROUP 4.....	\$ 55.18	30.70
GROUP 5.....	\$ 55.29	30.70
GROUP 6.....	\$ 55.41	30.70
GROUP 7.....	\$ 55.71	30.70

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling

(above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

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

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

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

Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

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

type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

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

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

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

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

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

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

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

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

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

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

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

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

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

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid,

Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

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

#### CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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



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

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

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

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator

(Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state

line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

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

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

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2022

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 61.60	32.50
(2) Dredge dozer.....	\$ 55.63	32.50
(3) Deckmate.....	\$ 55.52	32.50
(4) Winch operator (stern winch on dredge).....	\$ 54.97	32.50
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 54.43	32.50
(6) Barge Mate.....	\$ 55.04	32.50

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 IRON0433-006 01/01/2023

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 46.20	34.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

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LAB00300-001 07/01/2022

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

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LAB00300-003 07/01/2022

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material

loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

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

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

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

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

#### TUNNEL LABORER CLASSIFICATIONS

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

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

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

form raiser and setter; Timber person, retimber person,  
wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

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LAB00300-005 08/01/2022

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 39.23	23.28

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

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LAB00345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen



GROUP 3: Reboundmen

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 LABO1184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

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

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

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

equipment; power broom sweeper

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

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LAB01414-001 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 38.92	23.32
PLASTER TENDER.....	\$ 41.47	23.32

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

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PAIN0036-001 07/01/2020

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 33.12	17.24

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

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PAIN0036-006 09/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395.....	\$ 42.15	23.52
Remainder of Los Angeles County.....	\$ 46.28	23.52

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PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.39

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

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PAIN1247-002 01/01/2023

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 41.60	16.38

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PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

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PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91

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PLUM0016-001 09/01/2022

	Rates	Fringes
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PLUMBER/PIPEFITTER

Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 40.95	23.61
All other work except work on new additions and remodeling of bars, restaurant, stores and		

commercial buildings not  
to exceed 5,000 sq. ft. of  
floor space and work on  
strip malls, light  
commercial, tenant  
improvement and remodel  
work.....\$ 55.18 26.26

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PLUM0345-001 09/01/2022

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..\$ 38.20		25.65
Sewer & Storm Drain Work....\$ 42.29		23.03

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ROOF0036-002 08/01/2022

	Rates	Fringes
ROOFER.....\$ 43.47		19.52

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

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SFCA0669-013 04/01/2022

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....\$ 43.25		26.77

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\* SFCA0709-005 01/01/2023

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....\$ 52.61		31.25

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SHEE0105-002 01/01/2023

LOS ANGELES (South of a straight line between Gorman and Big Pines including Catalina Island)

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	\$ 32.20	10.56
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equipment.....	\$ 32.20	10.86

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SHEE0105-003 01/01/2023

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 53.67	29.74
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort....	\$ 53.67	29.74

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SHEE0105-004 07/01/2022

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North

of a straight line drawn between Gorman and Big Pines including  
 Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 42.53	28.94
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TEAM0011-002 07/01/2022		

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 36.19	32.54
GROUP 2.....	\$ 36.34	32.54
GROUP 3.....	\$ 36.47	32.54
GROUP 4.....	\$ 36.66	32.54
GROUP 5.....	\$ 36.69	32.54
GROUP 6.....	\$ 36.72	32.54
GROUP 7.....	\$ 36.97	32.54
GROUP 8.....	\$ 37.22	32.54
GROUP 9.....	\$ 37.42	32.54
GROUP 10.....	\$ 37.72	32.54
GROUP 11.....	\$ 38.22	32.54
GROUP 12.....	\$ 38.65	32.54

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

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

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2  
 axles; Traffic control pilot car excluding moving heavy  
 equipment permit load; Truck mounted broom

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

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete

truck, less than 6-1/2 yds. water level

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

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

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

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

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

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

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

GROUP 12: Boom Truck 17K and above

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average



rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"