

**CITY OF CORONA
FIRST AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH AUGUSTINE GENERAL ENGINEERING, A PARTNERSHIP
((ON-CALL / EMERGENCY – ESSENTIAL SYSTEMS REPAIR SERVICES
FOR POTABLE WATER – RECLAIMED WATER - WASTEWATER – RFP 21-057RH)**

1. PARTIES AND DATE.

This First Amendment to the Maintenance/General Services Agreement (“First Amendment”) is made and entered into this 2nd day of February, 2022 by and between the City of Corona (“City”) and Augustine General Engineering, a California general partnership (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this First Amendment.

2. RECITALS.

2.1 Agreement. City and Contractor entered into that certain Maintenance/General Services Agreement dated June 16, 2021 (“Agreement”), whereby Contractor agreed to provide On-Call / Emergency – Essential Systems Repair Services for Potable Water – Reclaimed Water – Wastewater.

2.2 Call-Out Services – Prado Dam Spillway Project. Pursuant to the terms of the Agreement, City has identified certain work to assign to Contractor associated with installing manhole covers, raising and extending air vacs and construction of lift station concrete curbing for the Prado Dam Spillway Project (“Utility Retrofit Work”). The Utility Retrofit Work is to be funded with monies obtained by the City pursuant to the Reimbursement Agreement, entered into between the City and the Orange County Flood Control District on or about January 11, 2022.

2.3 Amendment. City and Contractor desire to amend the Agreement for the first time to (1) ensure that the Utility Retrofit Work is performed pursuant to all required provisions of the Reimbursement Agreement; and (2) increase the compensation by \$175,860 for fiscal year ending June 30, 2022, in exchange for Contractor performing the Utility Retrofit Work.

3. TERMS.

3.1 Utility Retrofit Work. The Parties agree that the Utility Retrofit Work described in Exhibit “D” attached hereto and incorporated herein by reference is hereby assigned to Contractor pursuant to the terms of the Agreement. Contractor shall be entitled, also pursuant to the terms of the Agreement, to the compensation set forth in Exhibit “D” in exchange for performing the Utility Retrofit Work.

3.2 Reimbursement Agreement Provisions. Contractor shall perform all such Utility Retrofit Work in conformance with all applicable requirements of the Reimbursement Agreement attached hereto as Exhibit “E” and incorporated herein by reference. Contractor

expressly agrees that the compensation for the Retrofit Work set forth in Exhibit “D” shall include all costs associated with compliance with the Reimbursement Agreement requirements. While it shall be Contractor’s sole responsibility to research and ensure compliance with all requirements of the Reimbursement Agreement, for reference purposes only such requirements shall include, but are not limited to:

3.2.1 Federal and State Prevailing Wage. Contractor and its subcontractors shall comply with the higher of the state or federal prevailing wage rates for workers performing work on federally funded or assisted construction contracts covered by the Davis-Bacon Act.

3.2.2 Davis-Bacon Act. The requirements set forth in the Davis-Bacon Act, 40 U.S.C. 3141 et seq, are incorporated herein by this reference. For covered contracts in excess of \$2,000 for the construction, alteration or repair of public buildings and public works, such requirements include, but are not limited to requiring Contractor and its subcontractors to pay their laborers and mechanics employed under contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area set forth in the Department of Labor Federal Wage Determination in Exhibit “F” attached hereto and incorporated herein by reference. Contractors and subcontractors are required to pay all mechanics and laborers employed directly on the site of work, unconditionally not less than once per week.

3.2.3 Contract Work Hours and Safety Standards Act. The requirements set forth in the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 et seq. are incorporated herein by this reference. Such requirements include, but are not limited to, (1) for covered contracts in excess of \$100,000 Contractor and its subcontractors must pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked in excess of 40 in a week; (2) Contractor shall post in a prominent and accessible place at the work site the Davis-Bacon employee rights poster, form WH1321 Rev 10/17; (3) provide weekly statement of wages and fringe benefits statements paid to each employee engaged in covered work; and (4) maintain payroll records for each covered worker for a minimum of three years.

3.2.4 Copeland Anti-Kickback Act. The requirements set forth in the Copeland Anti-Kickback Act, 18 U.S.C. 874 and 40 U.S.C. 3145 are incorporated herein by this reference. For covered contracts in excess of \$2,000, such requirements include, but are not limited to, (1) prohibiting Contractor and its subcontractors performing work from any way inducing an employee to give up any part of the compensation to which he or she is entitled; and (2) Contractors and subcontractors paying their employees on a weekly basis and submitting payroll reports of the wages paid to their laborers and mechanics, during the preceding payroll period. Each payroll submitted shall be accompanied by a Statement of Compliance signed by the Contractor or subcontractor.

3.2.5 Reporting Requirements. Upon execution of this Agreement and until three years following final disbursement, Contractor and its subcontractors shall maintain records pertaining to this Agreement for each covered worker and make available for inspection to the City upon request.

3.3 Rates & Total Compensation. Section 3.3.1 (Rates & Total Compensation) of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Three Hundred Seventy-five Thousand Eight Hundred Sixty Dollars (\$375,860.00) per fiscal year ending June 30, 2022 and Two Hundred Thousand Dollars (\$200,000.00) per fiscal year ending June 30, 2023 (“Total Compensation”), without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.4 Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

3.6 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**CITY'S SIGNATURE PAGE
FOR
FIRST AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH AUGUSTINE GENERAL ENGINEERING, A PARTNERSHIP
((ON-CALL / EMERGENCY – ESSENTIAL SYSTEMS REPAIR SERVICES
FOR POTABLE WATER – RECLAIMED WATER - WASTEWATER – RFP 21-057RH)**

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

CITY OF CORONA

By: _____
Tom Moody
Director of Utilities

Reviewed By: _____
Savat Khamphou
Public Works Director/City Engineer

Reviewed By: _____
Vernon R. Weisman, P.E.
District Engineer

Reviewed By: _____
Scott Briggs
Purchasing Specialist V

Attest:

Sylvia Edwards, City Clerk
City of Corona, California

**CONTRACTOR'S SIGNATURE PAGE
FOR
FIRST AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH AUGUSTINE GENERAL ENGINEERING, A PARTNERSHIP
((ON-CALL / EMERGENCY – ESSENTIAL SYSTEMS REPAIR SERVICES
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IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

AUGUSTINE GENERAL ENGINEERING
a California general partnership

By: 
6644CA5E0E59414...
Michael T. Lowen
General Partner

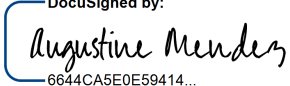
By: 
6644CA5E0E59414...
Augustine Mendez
General Partner

EXHIBIT "D"
DESCRIPTION OF UTILITY RETROFIT WORK

Provide all labor, materials and equipment to install manhole covers, raising and extension of existing air vacs and construction of an 18-inch curb around the existing lift station as follows:

- USA DigAlert notification
- Mobilization of equipment and materials
- Remove and replace twenty-one (21) 24-inch and one (1) 36-inch manhole ring and covers within the Prado Dam flood zone. Manhole covers provided are Alhambra Foundry model #A-1254-B and A-1251-B6 water tight bolt down lids. All work to be performed pursuant to City of Corona standard 302.
- Removal of three (3) existing 1-inch air vacs up to an additional 12-inches in height
- Extend one (1) 2-inch air vac approximately 200 ft from its existing location to a new point above the flood zone height. Work to include R&R of existing asphalt, SE30 sand bedding, backfill and compaction, installation of concrete pads and haul away spoils and asphalt
- Installation of 100 linear feet of 18-inch curbing around existing lift station
- Provide traffic control
- Demobilization of equipment

Total Compensation for Utility Relocation Work: \$175,860.00

Manhole cover R & R \$118,295.00

Raise three (3) existing air vacs \$1,800.00

Extension of existing two-inch air vac \$33,465.00

Lift Station Curbing \$18,800.00

Bond Costs \$3,500.00

EXHIBIT "E"
REIMBURSEMENT AGREEMENT

[ATTACHED ON FOLLOWING PAGES]

REIMBURSEMENT AGREEMENT

This Agreement ("Agreement") is made and entered into this 11th day of January 2022 (the "Effective Date") by and between City of Corona ("CITY"), and Orange County Flood Control District (the "District"). CITY and the District are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the District, as a local sponsor of the United States Army Corps of Engineers ("CORPS") Santa Ana River - Prado Dam project which includes the raising of the Prado spillway to provide additional water storage in the Santa Ana River basin to provide flood protection for Orange County and for a portion of Riverside County (the "Project"), within that area generally depicted in the attached Exhibit A (the "Project Location"), is responsible for utility relocations impacted by the Project.

WHEREAS, a portion of the Project's proposed expanded inundation area ("Expanded Inundation Area") in the Prado Basin, which is between elevations 556 and 566 feet above mean sea level, resulting from the proposed raising of the Prado spillway, is within the CITY's jurisdiction. Parties herein acknowledge that the existing Prado Basin inundation area is at elevation 556 feet due to the existing elevation of the Prado spillway.

WHEREAS, CITY currently operates and maintains certain facilities within the Expanded Inundation Area as shown in the attached Exhibit B (collectively the "CITY Facilities").

WHEREAS, the District has determined that implementation of the Project may adversely impact the CITY Facilities and, to that end, the District has requested that CITY modify, protect in place and/or relocate some or all of the CITY Facilities (hereinafter referred to collectively as "Relocations") to accommodate the Project.

WHEREAS, the CITY and District agree that preliminary discussions have been completed and have agreed in principle on the impacted facilities and corresponding mitigation measures fully documented by a study and/or a report, summarized as shown in the attached Exhibit C, and that this Agreement will primarily cover the implementation phase of Relocations. CITY further acknowledges and agrees that the scope of this implementation does not cover any CITY Facilities outside of the Expanded Inundation Area, and that CITY is solely responsible for any impacts the Project may have for such excluded facilities.

WHEREAS, the Parties intend that costs incurred for Relocations to accommodate the Project where the CITY holds prior or superior property rights or priority interests ("CITY Land Rights") over those rights held by DISTRICT and/or the CORPS, if any, are to be borne by District as eligible project costs ("Eligible Project Costs"). City further intends to furnish documentation of its prior or superior rights to District.

WHEREAS, the Parties intend that the scope of Relocations are based on comprehensive engineering evaluation, analysis, conclusions and recommendations agreed upon by both Parties, with input from Parties' respective consultants where applicable, as to potential adverse impacts to the CITY Facilities that may otherwise be absent if the Prado Basin inundation area is not expanded.

WHEREAS, subject to the terms and provisions set forth herein, CITY is willing and able to perform the work (or cause the work to be performed) identified in the attached Exhibit B and Exhibit C for the identified CITY Facilities in order to accommodate the Project. The Parties intend this Agreement to establish the process by which the District will cover the Eligible Project Costs incurred by the CITY in accordance with the terms herein.

WHEREAS, the CITY is committed to implementing the Relocations prior to award of the spillway construction contract for the Project as determined by District and CORPS.

WHEREAS, the CITY understands that Eligible Project Costs are eligible for reimbursements from the CORPS and CITY shall comply with Federal and State Prevailing Wage laws, the Davis-Bacon Act, 40 U.S.C. 3141 et seq.; the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 et seq.; and the Copeland Anti-Kickback Act, 18 U.S.C. 874 and 40 U.S.C. 3145, and shall endeavor to assist the District in the request for reimbursements.

WHEREAS, the Parties intend this Agreement to enable District to certify utility relocations to the CORPS as needed for Project prior to the construction of the spillway.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE DISTRICT AND CITY AS FOLLOWS:

AGREEMENT

1. SCOPE OF WORK

This Project will require that the CITY Facilities within the Project Location, to be modified, protected in place and/or relocated by April 30, 2022 (hereinafter "Completion Date"). The Scope of Work for this Agreement is as indicated on the attached Exhibit C ("Scope of Work & Cost Estimate) for completion in accordance with the "Approved Plans" as defined below.

2. REQUIRED PLANS AND DOCUMENTATION

a. Approved Plans. In furtherance of the District's request, CITY will have prepared certain plans/designs that identify (i) the CITY Facilities that will be impacted by the Project and (ii) the relocation or work needed for the affected CITY Facilities. Said CITY plans/designs that District expressly acknowledges as having been reviewed and approved as not presenting any conflicts with the Project shall become the "Approved Plans". It is the District's sole responsibility to ensure that no conflicts exist between the Approved Plans and the Project, and to timely inform CITY of the need for any refinements, modifications, or revisions to the Approved Plans to resolve any such conflicts that may later arise, all in accordance with subsections below.

b. Refinements to Plans. Depending upon the design status of the Project as of the Effective Date, the Parties acknowledge that refinements and/or adjustments to portions of the Approved Plans may be required in order to, for instance, eliminate minor conflicts. In such instance, CITY shall prepare such refinements to the Approved Plans as may be necessary in order to address/eliminate said conflicts. The refined Approved Plans shall be presented to the District for review and approval; CITY shall not commence the Facilities Work (*see* Section 3, below) unless and until the District has reviewed and approved the refined Approved Plans, if applicable. The District shall be responsible for all costs and expenses reasonably incurred by CITY in relation to the Eligible Project Costs, including CITY refinement of the Approved Plans that District has approved in advance in writing.

c. Revised Plans. In the event that modifications/revisions to the Approved Plans are required in order to accommodate changes to the Project (including the elimination of conflicts with the Project plans), to resolve conflicts within the Project area, or to address other changed conditions, then CITY shall prepare such modifications/revisions as are necessary to address said changes and shall present same to the District for review and approval. The District shall be responsible for all Eligible Costs reasonably incurred by CITY in relation to CITY's preparation of the modifications/revisions to the Approved Plans.

d. Record Drawing (As-Built Plans). City shall provide District a copy of as-built plans upon completion of the Relocations. These plans shall clearly show the actual work done and any field adjustments made in relation to the Approved Plans.

e. Documentation for City Land Rights. CITY shall furnish to District copies of its CITY Land Rights (e.g., easement deeds, outgrants, licenses, permits, etc.) which provide documentation of its property interest in the CITY Facilities including evidence that CITY holds prior or superior CITY Land Rights over those rights held by DISTRICT and/or the CORPS, if any.

3. FACILITIES WORK

Following the Parties' confirmation of the finality of the Approved Plans and the related CITY Land Rights, CITY shall cause the CITY Facilities to be modified, removed and/or relocated in accordance with the Approved Plans (the "Facilities Work"), with work completed by date specified herein per Section 1 (Scope of Work). CITY shall perform the Facilities Work in accordance with all applicable laws, rules and regulations including Federal and State Prevailing Wage laws, the Davis-Bacon Act, 40 U.S.C. 3141 et seq.; the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 et seq.; and the Copeland Anti-Kickback Act, 18 U.S.C. 874 and 40 U.S.C. 3145.

4. COST ALLOCATION

Where CITY holds CITY Land Rights the District recognizes such rights as prior/superior property rights or priority interests over those rights held by DISTRICT and/or the CORPS, if any, and District shall be exclusively responsible for all costs and expenses that are Eligible Project Costs associated with CITY's implementation of the Approved Plans; including, but not necessarily limited to, the costs and expenses associated with:

- (i) CITY's initial research/study and report to determine impacted CITY Facilities and corresponding mitigation measures,
- (ii) Preparation of the Approved Plans (and any revisions thereto and refinements thereof),
- (iii) CITY's performance of the Facilities Work, and
- (iv) District's acquisition of the property interests required for the Facilities Work, where applicable.

District shall pay Eligible Project Costs either via deposits made to the CITY or as otherwise set forth in accordance with the provisions of this Agreement. District shall not be responsible for costs associated with work undertaken by City that is not considered an Eligible Project Cost. CITY is aware that federal funds will be used to reimburse such Eligible Project Costs and as such shall comply with all applicable laws and as stated herein, including state and federal prevailing wage laws.

5. INITIAL COST ESTIMATE, PAYMENT(S) AND RECONCILIATION

a. Initial Cost Estimate. The total estimated value for Eligible Project Costs for the Facilities Work on the CITY Facilities per this Agreement as reflected in the Scope of Work listed on Exhibit C, for which the District is responsible is \$389,914 the "Initial Cost Estimate").

b. Initial Deposit. Concurrent with or after the District's execution of this Agreement, the District shall pay to CITY the amount of \$100,000 as the "Initial Deposit" to be applied toward the total Initial Cost Estimate owed by the District. CITY shall use the Initial Deposit monies to pay for and reimburse the CITY's Eligible Project Costs as defined herein. CITY shall send the District monthly statements of expenditures which had been paid from the Initial Deposit documentation that substantiates each expense qualification as Eligible Project Costs. CITY, at its sole discretion, may use portions of the Initial Deposit toward the cost of initial research and study that may have already been performed prior to approval of this Agreement, so long as such costs are appropriately reimbursable as Eligible Project Costs.

CITY accepts compensation as set forth herein in exchange for CITY assuming 100% full financial

responsibility for the Facilities Work. CITY certifies that it will not cause delays to the Project by failing to complete said work and that upon completion of said work, all impacts to CITY Facilities due to the Project and Expanded Inundation Area, will have been fully addressed with no further action necessary.

Upon completion of the Relocations, CITY releases District and Corps of any liabilities as to impact of Project on CITY Facilities and waives any rights of any claims in the future.

c. Reconciliation. The Parties acknowledge that the Initial Cost Estimate is just a preliminary estimate and that the costs associated with the Facilities Work could increase (or decrease) prior to CITY's completion of the Facilities Work. The Parties acknowledge that the District will not be responsible for paying the total costs and expenses actually incurred by CITY in relation to implementation of the Approved Plans or other activities in accordance with this Agreement, unless such costs are appropriately reimbursable as Eligible Project Costs. Thus, at the completion of the Facilities Work (or upon cancellation of the Project or termination of this Agreement), CITY will calculate the total actual costs and expenses for which the District is responsible hereunder, and the District will be provided with a final invoice identifying said costs and expenses. The District will be billed or refunded, as applicable, for any difference between the amounts paid by the District hereunder and the total Eligible Project Costs. Any amount owed to CITY shall be due no later than 60 days after the District's receipt of the final invoice; provided that prior to CITY incurring expenses hereunder that exceed the Initial Cost Estimate that City notifies District in writing as to the amount change. Notwithstanding anything to the contrary, this Agreement covers any increase in the Initial Cost Estimate that is less than 25% of the Initial Cost Estimate, provided that such increase shall not exceed an aggregate sum of One Million Dollars (\$1 million); otherwise, the Parties agree to enter into an amendment to this Agreement signed by the County of Orange, Board of Supervisors, or designee per delegated authority. Similarly, any amount owed by CITY to the District shall be refunded by CITY to the District within 60 days following CITY's preparation and delivery of the final invoice.

6. PROJECT SCHEDULING

The Parties acknowledge and agree that the Completion Date is critical for District to certify Relocations as required for the Project. The Parties further acknowledge and agree that Completion Date of the Facilities Work is contingent upon mutually acceptable schedules, available resources, the timely obtaining of permits, licenses, real property rights, and other documents, outages or other key items and not being delayed by those forces described below. The Parties shall work cooperatively and in good faith to timely meet all mutually acceptable schedules and to minimize delays. Prior to implementation of the Facilities Work, CITY shall provide District a proposed schedule for review and approval to ensure compliance with the Completion Date.

7. COMPLIANCE WITH CEQA AND OTHER ENVIRONMENTAL LAWS

The Parties agree to comply with the requirements of the California Environmental Quality Act ("CEQA") and other environmental laws, as applicable, and shall prepare any and all Negative Declarations, Mitigated Negative Declarations and/or Environmental Impact Reports which may be required by any agency or entity having jurisdiction over the Project and the Facilities Work. Notwithstanding any provision herein to the contrary, the District acknowledges and agrees that CITY will not begin the Facilities Work unless and until CITY has confirmed that all environmental permits, approvals, certifications and authorizations have been issued in relation to the Project and the Facilities Work.

8. COOPERATION BY BOTH PARTIES; TIMELY COMMUNICATION

The Parties shall work cooperatively and in good faith to timely implement their respective duties and obligations set forth herein. To that end, the Parties shall timely communicate with one another regarding the status of the Project, the status of the Facilities Work, and ways that the Parties may work together to facilitate performance under this Agreement. Notwithstanding any provision herein to the contrary, failure by either Party to timely respond to requests for information shall be considered a default of this Agreement.

9. **INDEMNIFICATION BY DISTRICT**

The District agrees, for itself, and for its agents, contractors, and employees, to save harmless, defend, and indemnify CITY, its elected and appointed officials, officers, agents, contractors, and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of action, expense and/or liability arising from or growing out of loss or damage to property, including CITY's own personal property, or injury to or death of persons, including employees of CITY, resulting in any manner whatsoever, directly or indirectly, by reason of the District's exercise of its rights or obligations as set forth herein. District's duty to indemnify CITY includes, without limitation, claims against CITY pertaining to the location and/or underlying real property rights for CITY's facilities in new locations (as may be applicable), and claims against CITY for the removal and/or remediation of pre-existing environmental contamination (provided such contamination was not caused by CITY). District shall not be excused of its duty to indemnify for CITY's ordinary negligence, but shall be excused to the extent claims, losses, or damages are attributable to CITY's sole negligence, gross negligence, or willful misconduct.

10. **INDEMNIFICATION BY CITY**

The City understands and agrees that all Facilities Work and Relocations are intended for flood control purposes for the CORPS operation of the Prado Dam which includes the Expanded Inundation Area within the Prado Basin due to the proposed raising of the existing spillway. The CITY agrees, for itself, and for its agents, contractors, and employees, to save harmless, defend, and indemnify District and CORPS, their elected and appointed officials, officers, agents, contractors, and employees, and their successors and assigns, from and against all claims, loss, damage, actions, causes of action, expense and/or liability arising from or growing out of loss or damage to property, including District's and CORPS' own personal property, or injury to or death of persons, including employees of District and CORPS, resulting in any manner whatsoever, directly or indirectly, by reason of the CITY's exercise of its rights or obligations as set forth herein. CITY shall not be excused of its duty to indemnify for District's ordinary negligence, but shall be excused to the extent claims, losses, or damages are attributable to District's and CORPS' sole negligence, gross negligence, or willful misconduct.

11. **NOTICES, CORRESPONDENCE, AND PAYMENT ADDRESS**

Any notices and correspondence provided for in this Agreement, *other than payments*, to be given by either Party hereto to the other shall be deemed to have been duly given when made in writing and deposited in the United States mail, registered or certified and postage prepaid, addressed as follows:

To CITY:
City of Corona
Public Works Department
400 S. Vicentia Avenue, Ste. 215
Corona, CA 92882
Attention: Savat Khamphou, P.E.

To District:
OC Public Works
601 N. Ross Street
Santa Ana, CA 92701
Attention: Nardy Khan

Payments: Any payments provided for in this Agreement shall be forwarded to the addresses below.

To CITY:
City of Corona
Public Works Department
400 S. Vicentia Avenue, Ste. 215
Corona, CA 92882
Attention: Savat Khamphou, P.E.

To District:
OC Public Works
601 N. Ross Street
Santa Ana, CA 92701
Attention: Nardy Khan

12. **TERMINATION**

a. District's Right to Terminate Agreement. The District shall have the right to terminate this Agreement at any time upon written notice to CITY. If this Agreement is terminated by the District, the District shall be responsible to CITY for all Eligible Project Costs actually incurred by CITY in connection with CITY's preparation of the Approved Plans, performance of the Facilities Work prior to or on the date of termination, and any other actions/activities performed prior to or on the date of termination under this Agreement. CITY shall prepare and deliver to the District an invoice that describes/identifies the costs and expenses thus incurred by CITY. Within 60 days following CITY's delivery of said invoice, the District shall pay to CITY the amounts specified in the invoice.

b. Termination Due to District's Default. If the District is in default of any of the terms, provisions, conditions, limitations and covenants of this Agreement, CITY shall give the District written notice of default ("Default Notice") at the address provided for herein. If the District does not cure such default within a reasonable time specified in the Default Notice, CITY has the right, but not the obligation, to terminate this Agreement upon 30 days written notice to the District (or such lesser time as may be appropriate under the circumstances). Except as otherwise provided, should CITY exercise such right of termination, CITY shall be entitled to payment for all Eligible Project Costs related to the performance of this Agreement incurred by CITY, up to and including the date of termination. CITY shall prepare and deliver to the District an invoice that describes/identifies the costs and expenses thus incurred by CITY. Within 60 days following CITY's delivery of said invoice, the District shall pay to CITY the appropriate amounts specified in the invoice.

13. **JURISDICTION OF PUBLIC UTILITIES COMMISSION** – *intentionally deleted*

14. **AMENDMENTS**

The provisions of this Agreement shall not be altered or amended by any representations or promises of any Party unless consented to in a writing executed by all Parties.

15. **GOVERNING LAW**

This Agreement shall be subject to and construed according to the laws of the State of California.

16. **HEADINGS**

The captions and headings used in this Agreement are strictly for convenience and are not intended to and shall not affect the Parties' rights and obligations, or the construction or interpretation of this Agreement.

17. **THIRD PARTY BENEFICIARIES**

Except as provided herein in Sections 9 and 10, nothing herein is intended to create any third-party benefit.

18. **NO AGENCY, PARTNERSHIP OR JOINT VENTURE**

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture by and between the Parties hereto.

19. **WAIVER**

No waiver of any default or breach hereunder shall be implied from any omission to take action on account thereof, notwithstanding any custom and practice or course of dealing. No waiver by any Party of any provision under this Agreement shall be effective unless in writing and signed by such Party, and no waiver shall affect any default other than the default specified in the waiver and then said waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant shall not be construed as a waiver of any subsequent breach of the same.

20. **DUPLICATE ORIGINALS AND ELECTRONIC SIGNATURES**

This Agreement may be executed in duplicate originals, each of which, when so executed and delivered, shall be an original but such counterparts shall together constitute one instrument and agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (*i.e.*, PDF) or by other electronic means constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. This Agreement may be executed by the Parties by way of an electronic signatures, in which case, said electronic signatures shall have the same force and effect as a written signature.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, this Agreement and each and every term herein is agreed to by and between the undersigned.

CITY OF CORONA,
a municipal corporation

Date: 12/8/2021

By: Jacob Ellis *Sk*
City Manager

APPROVED AS TO FORM
CITY ATTORNEY
CORONA, CALIFORNIA

Attest:

By: Sylvia Edwards 12/27/2021
City Clerk Date

By: [Signature] 1/5/2022 *MC*
City Attorney Date

ORANGE COUNTY FLOOD
CONTROL DISTRICT,
a body corporate and politic

Date: _____

By: _____
Director of OC Public Work or designee
Pursuant to Minute Order 10/06/2020

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: [Signature] 11-24-2021
Deputy Date

IN WITNESS WHEREOF, this Agreement and each and every term herein is agreed to by and between the undersigned.

CITY OF CORONA,
a municipal corporation

Date: _____

By: _____
City Manager

Attest:

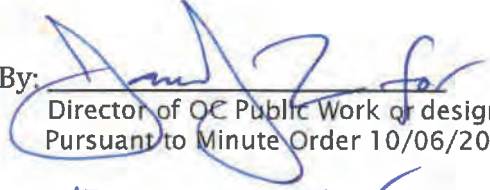
**APPROVED AS TO FORM
CITY ATTORNEY
CORONA, CALIFORNIA**

By: _____
City Clerk Date

By: _____
City Attorney Date

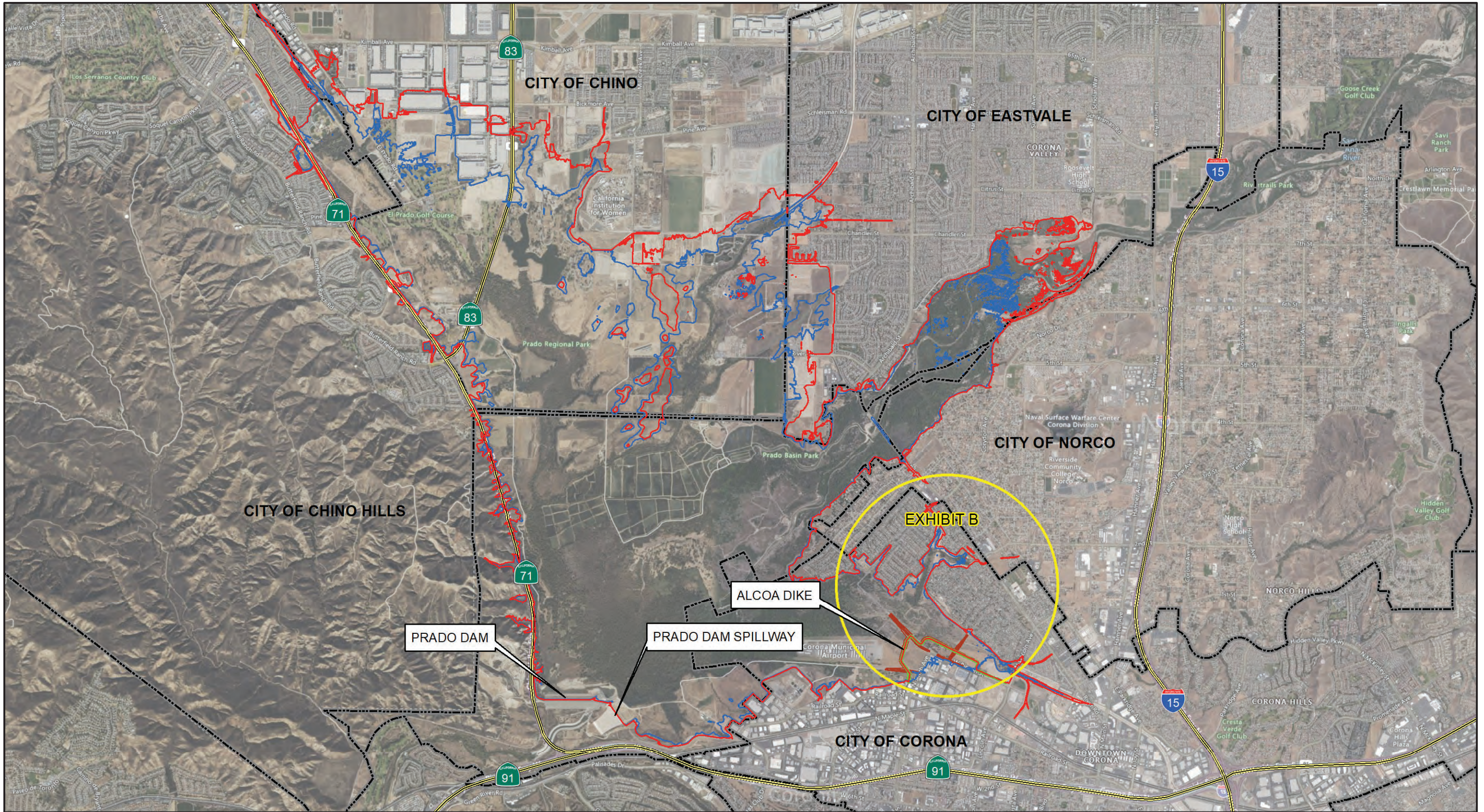
**ORANGE COUNTY FLOOD
CONTROL DISTRICT,**
a body corporate and politic

Date: 1/11/2022

By: 
Director of OC Public Work or designee
Pursuant to Minute Order 10/06/2020
James J. Tyler

**APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA**

By:  _____ 11-24-2021
Deputy Date



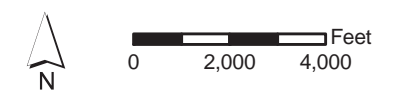
**ORANGE COUNTY PUBLIC WORKS
PRADO DAM UTILITY RELOCATIONS**

EXHIBIT A

- ▬ New Inundation @ Elev 566-ft
- ▬ Prado Existing Basin @ Elev 566-ft
- Jurisdictional Boundary
- ▬ Highways
- Jurisdictional Boundary

Map Projection:
NAD83 State Plane California Zone 6
Vertical Datum:
NGVD29
Map Created:
10/15/2021
Data Sources:
OCPW 2015 Topo, Tetra Tech, Bing Maps

1 inch = 4,000 feet 1:48,000





**ORANGE COUNTY PUBLIC WORKS
PRADO DAM UTILITY RELOCATIONS**

EXHIBIT B

- ◆ RW Flow Meter
- ⊙ Sewer Manholes
- ⊙ Sewer Manholes (Impacted)
- ⊙ Sewer Manholes (Impacted/Sealed)
- ⊞ Lift Station (Impacted)
- ⊞ Air Vac (Impacted)
- ⊞ Highways
- Jurisdictional Boundary
- New Inundation@Elev 566-ft
- Prado Existing Basin@Elev 556-ft
- Alcoa Levee Alignment
- Levee Road Grading

Map Projection:
NAD83 State Plane California Zone 6
Vertical Datum:
NGVD29
Map Created:
10/14/2021
Data Sources:
OCPW 2015 Topo, Corona GIS, Bing Maps

1 inch = 1,100 feet 1:13,200

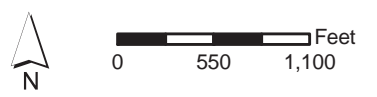


EXHIBIT C SCOPE OF WORK & ESTIMATES



CITY OF CORONA
DEPARTMENT OF WATER & POWER
PRADO DAM 556-566 FLOOD INUNDATION UTILITY RELOCATION
ESTIMATED CONSTRUCTION COST FOR UTILITIES MITIGATION MEASURES
November 24, 2021

Potable Water Utility					
Potable Water Appurtenance	Flood Classification	Action	Quantity	Retrofit Cost (\$/Item)	Total (\$) - Option 1
Air Vac	556 - 566 Inundation	Raise	3	\$600	\$1,800
Fire Hydrants	556 - 566 Inundation	None	15		
Fire Hydrant Valves	556 - 566 Inundation	None	15		
Gate Valve	556 - 566 Inundation	None	15		
Total Potable Water					\$1,800
Sewer Utility					
Sewer Appurtenance	Flood Classification	Action	Quantity	Retrofit Cost (\$/Item)	Total (\$) - Option 1
Sewer Manhole	556 - 566 Inundation	Seal 24" MH Lid	19	\$5,378	\$102,182
Sewer Manhole	556 - 566 Inundation	Seal 36" MH Lid	2	\$5,378	\$10,756
Stagecoach Sewer Lift Station	556 - 566 Inundation	Seal Access & Construct Perimeter Protection	1	\$18,800	\$18,800
Total Sewer					\$131,738
Reclaimed Water Utility					
Reclaimed Water Appurtenance	Flood Classification	Action	Quantity	Repair Cost / Relocation Cost (\$/Item)	Total (\$) - Option 1
Air Vac	556 - 566 Inundation	Relocate to Higher Elev	1	\$33,465	\$33,465
Reclaimed Fire Hydrants	556 - 566 Inundation	None	6		
Reclaimed Fire Hydrant Valves	556 - 566 Inundation	None	6		
Gate Valve	556 - 566 Inundation	None	3		
River Flow Control Station - Option 1 - Repair	556 - 566 Inundation	Replace Electrical Equipment	1	\$75,000	\$75,000
River Flow Control Station - Option 1 - Repair	556 - 566 Inundation	Replace Electronic Equipment	1	\$69,928	\$69,928
Total Reclaimed Water					\$178,393
Total Estimated Construction Cost for Utility Protection, Relocation and Replacement					\$311,931
Engineering, Administration, Contingency, Labor Compliance, Inspection (25%)					\$77,983
Total Estimated Cost for Utility Protection, Relocation and Replacement					\$389,914

EXHIBIT "F"
DEPARTMENT OF LABOR FEDERAL WAGE DETERMINATION

[ATTACHED ON FOLLOWING PAGES]

"General Decision Number: CA20210025 11/12/2021

Superseded General Decision Number: CA20200025

State: California

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

County: Riverside County in California.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	01/22/2021
3	03/05/2021
4	03/19/2021
5	04/30/2021
6	06/25/2021
7	07/23/2021
8	07/30/2021
9	08/06/2021
10	08/20/2021
11	10/01/2021
12	10/08/2021
13	10/15/2021
14	10/22/2021
15	10/29/2021
16	11/12/2021

ASBE0005-002 09/01/2021

Asbestos Workers/Insulator
 (Includes the application of
 all insulating materials,
 protective coverings,
 coatings, and finishes to all
 types of mechanical systems).....\$ 47.25 24.45
 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 07/05/2021

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)....\$ 22.40 13.07

 BOIL0092-003 01/01/2021

Rates Fringes

BOILERMAKER.....\$ 46.03 38.81

 * BRCA0004-011 05/01/2020

Rates Fringes

BRICKLAYER; MARBLE SETTER.....\$ 41.48 18.63

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

 BRCA0018-004 06/01/2019

Rates Fringes

MARBLE FINISHER.....\$ 33.43 14.11
 TILE FINISHER.....\$ 28.23 12.65
 TILE LAYER.....\$ 40.07 18.36

 BRCA0018-010 09/01/2020

Rates Fringes

TERRAZZO FINISHER.....\$ 33.66 14.20
 TERRAZZO WORKER/SETTER.....\$ 41.60 14.73

 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.

 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

 CARP0213-004 07/01/2021

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

 CARP0721-001 07/01/2021

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

 ELEC0440-001 12/28/2020

	Rates	Fringes
ELECTRICIAN		
INSIDE ELECTRICIAN.....	\$ 46.75	3%+23.67
INTELLIGENT TRANSPORTATION SYSTEMS		

Electrician.....	\$ 36.99	3%+23.18
Technician.....	\$ 27.75	3%+23.18

ZONE PAY: Zone A: Free travel zone for all contractors performing work in Zone A.

Zone B: Any work performed in Zone (B) shall add \$12.00 per hour to the current wage scale. Zone (B) shall be the area from the eastern perimeter of Zone (A) to a line which runs north and south beginning at Little Morongo Canyon (San Bernardino/Riverside County Line), Southeast along the Coachella Tunnels, Colorado River Aqueduct and Mecca Tunnels to Pinkham Wash then South to Box Canyon Road, then southwest along Box Canyon Road to Highway 195 west onto 195 south to Highway 86 to Riverside/Imperial County Line.

ELEC1245-001 06/01/2021

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 60.19	21.94
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 48.08	20.73
(3) Groundman.....	\$ 36.76	20.33
(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

ELEV0018-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.32	35.825+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.

ENGI0012-003 07/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 48.25	27.20
GROUP 2.....	\$ 49.03	27.20
GROUP 3.....	\$ 49.32	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 51.03	27.20

GROUP 8.....	\$ 51.14	27.20
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 51.43	27.20
GROUP 13.....	\$ 51.53	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

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 finisher operator (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

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

ENGI0012-004 08/01/2020

Rates Fringes

OPERATOR: Power Equipment
(DREDGING)

(1) Leverman.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 49.23	30.00
(6) Barge Mate.....	\$ 49.84	30.00

IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

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

LAB00300-005 03/01/2021

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 37.49	21.88

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

LAB00345-001 07/01/2021

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 46.50	20.42
GROUP 2.....	\$ 45.55	20.42
GROUP 3.....	\$ 42.01	20.42

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

LAB01184-001 07/01/2021

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 38.89	17.10
(2) Vehicle Operator/Hauler.	\$ 39.06	17.10
(3) Horizontal Directional Drill Operator.....	\$ 40.91	17.10
(4) Electronic Tracking Locator.....	\$ 42.91	17.10
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 40.10	20.12
GROUP 2.....	\$ 41.40	20.12
GROUP 3.....	\$ 43.41	20.12
GROUP 4.....	\$ 45.15	20.12

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

 LAB01184-002 07/01/2020

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 42.54	21.04
GROUP 2.....	\$ 42.86	21.04
GROUP 3.....	\$ 43.32	21.04
GROUP 4.....	\$ 44.01	21.04
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, cabledtender; 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

LAB01184-004 07/01/2021

	Rates	Fringes
Brick Tender.....	\$ 35.82	20.45

LAB01414-001 08/05/2020

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 36.03	21.01
PLASTER TENDER.....	\$ 38.58	21.01

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

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.

PAIN0036-008 10/01/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 43.63	22.92

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

PLAS0200-009 08/04/2021

	Rates	Fringes
PLASTERER.....	\$ 45.77	18.39

PLAS0500-002 07/01/2020

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

PLUM0016-001 09/01/2021

	Rates	Fringes
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.....	\$ 52.20	24.38
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 39.91	22.71
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.....	\$ 53.83	25.36

PLUM0345-001 09/01/2021

	Rates	Fringes
PLUMBER Landscape/Irrigation Fitter.	\$ 36.85	24.75
Sewer & Storm Drain Work....	\$ 40.94	22.13

ROOF0036-002 08/01/2021

	Rates	Fringes
ROOFER.....	\$ 42.07	18.92

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.

SFCA0669-002 04/01/2021

	Rates	Fringes
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SPRINKLER FITTER.....\$ 41.27 26.23

SHEE0105-003 07/01/2021

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.....	\$ 50.23	29.60
(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...	\$ 48.28	29.46

TEAM0011-002 07/01/2020

Rates Fringes

TRUCK DRIVER

GROUP 1.....	\$ 32.59	30.59
GROUP 2.....	\$ 32.74	30.59
GROUP 3.....	\$ 32.87	30.59
GROUP 4.....	\$ 33.06	30.59
GROUP 5.....	\$ 33.09	30.59
GROUP 6.....	\$ 33.12	30.59
GROUP 7.....	\$ 33.37	30.59
GROUP 8.....	\$ 33.62	30.59
GROUP 9.....	\$ 33.82	30.59
GROUP 10.....	\$ 34.12	30.59
GROUP 11.....	\$ 34.62	30.59
GROUP 12.....	\$ 35.05	30.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

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

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

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

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

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

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

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

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

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

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

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

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

GROUP 12: Boom Truck 17K and above

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

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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 www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

Certificate Of Completion

Envelope Id: 30C8AA0BE5B84620A1729FA07F7F4CEA	Status: Completed
Subject: Please DocuSign: First Amendment - Augustine Prado Dam Utility Retrofit - Final 01-20-2022.pdf	
Source Envelope:	
Document Pages: 43	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Carolyn Appelt
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	400 S Vicentia Ave
	Corona, CA 92882
	Carolyn.Appelt@CoronaCA.gov
	IP Address: 52.243.155.252

Record Tracking

Status: Original	Holder: Carolyn Appelt	Location: DocuSign
1/20/2022 5:06:19 PM	Carolyn.Appelt@CoronaCA.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Corona, CA	Location: DocuSign

Signer Events

Michael Lowen
 augustinepipe@gmail.com
 GENERAL PARTNER
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:


 6644CA5E0E59414...
 Signature Adoption: Pre-selected Style
 Using IP Address: 137.25.166.126

Timestamp

Sent: 1/20/2022 5:10:15 PM
 Viewed: 1/21/2022 7:30:01 AM
 Signed: 1/21/2022 7:32:34 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Augustine Mendez
 augustinepipe@gmail.com
 GENERAL PARTNER
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 6644CA5E0E59414...
 Signature Adoption: Pre-selected Style
 Using IP Address: 137.25.166.126

Sent: 1/21/2022 7:32:37 AM
 Viewed: 1/21/2022 7:33:15 AM
 Signed: 1/21/2022 7:33:33 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Purchasing purchasing@coronaca.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/21/2022 7:33:39 AM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/20/2022 5:10:15 PM
Certified Delivered	Security Checked	1/21/2022 7:33:15 AM
Signing Complete	Security Checked	1/21/2022 7:33:33 AM
Completed	Security Checked	1/21/2022 7:33:39 AM

Payment Events	Status	Timestamps
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