EXHIBIT "A"

CONSTRUCTION BID AND PROPOSAL

Proposal Inserted Here

(in final contract document)

EXHIBIT "B"

PERFORMANCE AND PAYMENT BONDS,
CERTIFICATE OF INSURANCE,
MAINTENANCE BOND

PERFORMANCE BOND

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

That _____ of the City of _____, County of _____, and the State of Texas, as principal and _____ as surety, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Rowlett, Texas (Owner), in the penal sum of

_____($_____)

for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents.

WHEREAS, The Principal has entered into a certain written Contract with the Owner, dated the ___ day of _____, 2018, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the work and all covenants, conditions and agreements said Contract to be observed and performed, and according to the true intent and meaning of said Contract and the Plans, Specifications and contract documents therein annexed, then this obligation shall be void, otherwise to remain in full force and effect. It is further agreed that this Bond shall be a continuous obligation against the Principal and each member of said Principal who is a party hereto, and each and all sureties hereon, and that successive recoveries may be had hereon for each and every breach until the full amount hereof shall have been exhausted; and the liability of the sureties on this Bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or failure to exercise by or on behalf of the City any right or remedy provided by the Contract or specifications or by any law or ordinance. The penal sum hereof shall increase without notice automatically and correspondingly if and as the price of the Contract is increased.

In the event Principal is declared in default under the Contract, Surety will, within fifteen (15) days of the determination of such default, take over and assume responsibility for completion of such Contract and become entitled to the payment of the balance of the Contract Price, or the Surety shall make other arrangements satisfactory to the City for the completion of the defaulted Work. Conditioned upon the Surety's faithful performance of its obligations, the Surety's liability shall not exceed the penalty of this Bond.

This bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the price or work to be performed thereunder. The Surety agrees to pay to the City upon demand all loss and expenses, including attorney's fees and court costs, incurred by the City by reason of or on account of any breach of the obligations of this Bond by the Surety.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____day of _____, 2018.

_____	_____
Principal	Surety
By_____	By_____
Title _____	Title_____
Address _____	Address_____
_____	_____
_____	_____

The name and address of the Registered Agent of Surety is:

_____

_____

PAYMENT BOND

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DALLAS §

That _____ of the City of _____, County of _____, and the State of Texas, as principal and _____ as surety, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Rowlett, Texas (Owner), in the penal sum of

_____($_____)

for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents.

WHEREAS, The Principal has entered into a certain written Contract with the Owner, dated the ___ day of _____, 2018, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that this Bond guarantees the full and proper protection of and prompt payment to all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said Contract agreed to by the Principal, and according to the true intent and meaning of said Contract and the Plans, Specifications and contract documents thereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and Article 53.201 of the Property Code, and all liabilities on this bond shall be determined in accordance with the provisions of said chapter and article to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the terms or price of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, , but in no event shall a change order or supplemental agreement which reduces the Contract price decrease the penal sum of this Bond, and surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____day of _____, 2018.

_____	_____
Principal	Surety
By_____	By_____
Title _____	Title_____
Address _____	Address_____
_____	_____
_____	_____

The name and address of the Registered Agent of Surety is:

_____

_____

(Sample Form)

Certificate of Insurance

TO: Date:_____

_____ Project No. _____
Owner

Type of _____

_____
Address

THIS IS TO CERTIFY THAT _____

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

Type of Insurance

	Policy No.	Effective	Expires	Limits of Liability
Worker's Compensation				
Public Liability				
Contingent Liability				
Property Damage				
Builder's Risk				
Automobile				
Other				

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered:

_____

Descriptions of Operations Covered:

_____

The above referenced policies may not be changed, canceled, or reduced in coverage without at least thirty (30) days advance written notice of such change or cancellation being given to the Owner.

Where applicable local laws or regulations require more than thirty days actual notice of change or cancellation to the insured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

_____ By: _____

Name of Insurer Title_____

MAINTENANCE BOND

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DALLAS §

That _____ of the City of _____, County of _____, and the State of Texas, as principal and _____ as surety, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Rowlett, Texas (Owner), in the penal sum of _____($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents.

WHEREAS, The Principal has entered into a certain written Contract with the City, dated the ___ day of _____, 2018, which Contract, Plans and Specifications and contract documents are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that if Contractor shall, for a period of two (2) years from and after the date of final payment for the Work by the City: 1) maintain and keep in good repair, and replace or repair and correct any and all defects arising in the Work, whether resulting from defective materials or defective workmanship; and, 2) make and perform all necessary repairs, reconstruction and renewal of any part of said Work, and furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the Work; after such period this obligation shall be null and void; otherwise to remain in full force and effect.

The Contractor shall reimburse the City for the costs of all engineering and special services required to be furnished by the City which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the period set forth herein. It is understood that the purpose of this section is to require the correction of all defective conditions resulting from materials furnished or work and labor performed by the said Contractor under the conditions prescribed by Contract, Plans, Specifications and contract documents; and in case said Contractor shall fail or refuse to perform as provided within ten (10) days after proper written notifications have been furnished to him by the City, it is agreed that the City may do said work and supply such materials and the said Contractor and Sureties herein shall be subject to the damages (including liquidated damages) described in said Contract for each calendar day's failure on its part to comply with the terms of the said provision of said Contract and this Maintenance Bond.

The Surety hereby waives notice of any alteration or extension of time made by the City. Whenever Contractor shall be, and declared by the City to be in default under the Contract, the Surety

may promptly remedy the default, or shall promptly: 1) complete the Contract in accordance with its terms and conditions, and 2) hold and save the City harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to complete the Contract in accordance with its terms and conditions in a timely manner. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein.

It is further agreed that the obligations of this Bond shall be continuing against the Principal and Sureties herein, and that successive recoveries may be had for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected by any cause during said time.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____day of _____, 2018.

_____	_____
Principal	Surety
By_____	By_____
Title _____	Title_____
Address _____	Address_____
_____	_____
_____	_____

Registered Agent of Surety is:

_____

_____

NOTE: Date of Maintenance Bond must not be prior to date of Contract.
NOTE: A Power of Attorney on behalf of the Surety must be attached to the Bond in all cases.

PREVAILING WAGE RATES

Pertinent Information Regarding Wage Rate Determinations and Monitoring

1. The Prevailing Wage Rate Determination is defined as (1) the Prevailing Wage Rate Determination Information sheet (document number WR1001), (2) the Prevailing Wage Rate Determination for Building Construction Trades, and (3) the Department of Labor (DOL) Heavy Highway Determination. The DOL Heavy Highway rates are to be paid to workers engaged in site work determined to be five (5) feet beyond the building, extending to the property boundary.

2. The General Contractor shall post the applicable Prevailing Wage Rate Determination in a prominent, easily accessible place at the work site. It shall be the responsibility of the City to ensure compliance.

3. The City shall ensure that not less than the posted, specified rates are paid to all classifications of workmen, mechanics and laborers employed by the General Contractor and/or Subcontractors, in the execution of their contract with the City. Contractors and Subcontractors will be monitored to ensure they are paying prevailing wage rates.

   A contractor or subcontractor who violates this section shall pay to the City on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract.

   The City shall use any money collected under this section to offset the costs incurred in the administration of this task.

4. The City shall take cognizance of wage rate disputes and/or complaints of all violations of the provisions of Chapter 2258 Texas Government Code Title 10. Labor interviews will be conducted as required by the Davis-Bacon Act.

5. The City is **not** requiring that **fringe benefits** be paid on the project.

6. The rates specified in the bid documents are journeyman rates. The apprentice rate is commensurate with the experience and skill of the worker, but at a rate not less than 60% of the journeyman's wage. At no time shall a journeyman supervise more than one (1) apprentice.

   Note: The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

Prevailing Wage Rate Determination Information

The following information is taken from Chapter 2258 Texas Government Code Title 10:

2258.021 Duty of Governmental Entity to Pay Prevailing Wage Rates

(a) The state or any political subdivision of the state shall pay a worker employed by it or on behalf of it;
(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
(2) not less than the general prevailing rate if per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

2258.023 Prevailing Wage Rates to be Paid by Contractor and Subcontractor; Penalty

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.22 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state (City) on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

2258.051 Duty of Public Body to Hear Complaints and Withhold Payment

A public body awarding a contract, and an agent or officer of the public body, shall;

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Worker Classification Definition Sheet

Asbestos Worker	Worker who removes and disposes of asbestos materials.
Carpenter	Worker who builds wood structures, or structures of any material which has replace wood. Includes rough and finish carpentry, hardware and trim.
Carpet Layer/Floor Installer	Worker who installs carpet and/or floor coverings - vinyl tile.
Concrete Finisher	Worker who floats, trowels, and finishes concrete.
Data Communication-Telecom Installer	Worker who installs data/telephone and television cable and associated equipment and accessories.
Drywall Installer/Ceiling Installer	Worker who installs metal framed walls and ceilings, drywall coverings, ceiling grids and ceilings.
Electrician	Skilled craftsman who installs or repairs electrical wiring and devices. Includes fire alarm systems, and HVAC electrical controls.
Elevator Mechanic	Craftsman skilled in the installation and maintenance of elevators.
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Glazier	Worker who installs glass, glazing and glass framing.
Heavy Equipment Operator	Includes but not limited to all cat tractors, all derrick-powered, all power operated cranes, back hoe, back filler, power operated shovel, winch truck, all trenching machines.
Insulator	Worker who applies, sprays, or install insulation.
Iron Worker	Skilled craftsman who erects structural steel framing and installs structural concrete rebar.

Worker Classification Definition Sheet (cont.)

Laborer/Helper	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials and tools, hauling, digging, clean-up.
Lather/Plasterer	Worker who installs metal framing and lath. Worker who applies plaster to lathing and installs associated accessories.
Light Equipment Operator	Includes but not limited to air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14 cf), conveyer.
Mason	Craftsman who works with masonry products, stone, brick, block, or any material substituting for those materials and accessories.
Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts and align pumps.
Painter/Wall Covering Installer	Worker who prepares wall surfaces and applies paint and/or wall coverings, tape and bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers, and associated mechanical equipment.
Plumber	Skilled craftsman who installs domestic hot and cold water piping, waste piping, storm system piping, water closets, sinks, urinals and related work.
Roofer	Worker who installs roofing materials, Bitumen (asphalt and cold tar), felts, flashings, all types roofing membranes and associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings, and curbs, ductwork, mechanical equipment, and associated metals.
Sprinkler Fitter	Worker who installs fore sprinkler systems and fire protection equipment.
Terrazzo Worker	Craftsman who places and finishes Terrazzo.

Tile Setter	Worker who prepares wall and/or floor surfaces and applies ceramic tiles to these surfaces.
Waterproofer/Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled, or brushed on.

General Decision Number: TX180028 01/05/2018 TX28

Superseded General Decision Number: TX20170028

State: Texas

Construction Type: Heavy

Counties: Collin, Dallas, Denton, Ellis, Kaufman and Rockwall Counties in Texas.

Water and Sewer Lines/Utilities (Including Related Tunneling Where the Tunnel is 48" or Less in Diameter)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 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 $10.35 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 2018. 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	01/05/2018

* PLUM0100-002 11/01/2017

	Rates	Fringes
Plumbers and Pipefitters	$ 30.84	11.51

SUTX1991-004 09/23/1991

	Rates	Fringes
Laborers:		
Common	$ 7.25	
Utility	$ 7.467	

Pipelayer.....$ 7.828

Power equipment operators:
Backhoe.....$ 10.804
Crane.....$ 10.942
Front End Loader.....$ 9.163
Tunneling Machine (48" or
less).....$ 9.163

TRUCK DRIVER.....$ 8.528

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

CITY OF ROWLETT PREVAILING WAGE RATES
Highway Construction TX180035 1/5/2018 TX35

General Decision Number: TX180035 01/05/2018 TX35

Superseded General Decision Number: TX20170035

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 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 $10.35 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 2018. 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	01/05/2018

* SUTX2011-007 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures)	$ 14.12	
ELECTRICIAN	$ 19.80	
FORM BUILDER/FORM SETTER		

Paving & Curb.....$ 13.16
Structures.....$ 13.84

LABORER
Asphalt Raker.....$ 12.69
Flagger.....$ 10.06
Laborer, Common.....$ 10.72
Laborer, Utility.....$ 12.32
Pipelayer.....$ 13.24
Work Zone Barricade
Servicer.....$ 11.68

POWER EQUIPMENT OPERATOR:
Asphalt Distributor.....$ 15.32
Asphalt Paving Machine.....$ 13.99
Broom or Sweeper.....$ 11.74
Concrete Pavement
Finishing Machine.....$ 16.05
Concrete Saw.....$ 14.48
Crane Operator, Lattice
Boom 80 Tons or Less.....$ 17.27
Crane Operator, Lattice
Boom over 80 Tons.....$ 20.52
Crane, Hydraulic 80 Tons
or Less.....$ 18.12
Crawler Tractor.....$ 14.07
Excavator, 50,000 pounds
or less.....$ 17.19
Excavator, over 50,000
pounds.....$ 16.99
Foundation Drill , Truck
Mounted.....$ 21.07
Foundation Drill, Crawler
Mounted.....$ 17.99
Front End Loader 3 CY or
Less.....$ 13.69
Front End Loader, over 3 CY.$ 14.72
Loader/Backhoe.....$ 15.18
Mechanic.....$ 17.68
Milling Machine.....$ 14.32
Motor Grader, Fine Grade....$ 17.19
Motor Grader, Rough.....$ 16.02
Pavement Marking Machine....$ 13.63
Reclaimer/Pulverizer.....$ 11.01
Roller, Asphalt.....$ 13.08
Roller, Other.....$ 11.51
Scraper.....$ 12.96
Small Slipform Machine.....$ 15.96
Spreader Box.....$ 14.73

Servicer.....$ 14.58

Steel Worker (Reinforcing).....$ 16.18

TRUCK DRIVER
Lowboy-Float.....$ 16.24
Off Road Hauler.....$ 12.25
Single Axle.....$ 12.31
Single or Tandem Axle Dump
Truck.....$ 12.62
Tandem Axle Tractor with
Semi Trailer.....$ 12.86
Transit-Mix.....$ 14.14

WELDER.....$ 14.84

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

CITY OF ROWLETT PREVAILING WAGE RATES
Building Construction TX180291 1/5/2018 TX291

General Decision Number: TX180291 01/05/2018 TX291

Superseded General Decision Number: TX20170291

State: Texas

Construction Type: Building

County: Dallas County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 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 $10.35 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 2018. 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	01/05/2018

ASBE0021-011 06/01/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	$ 24.32	7.52

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER.....	$ 28.00	22.35

CARP1421-002 04/01/2016

	Rates	Fringes
MILLWRIGHT	$ 26.60	8.65

ELEV0021-006 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC	$ 38.77	31.585+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

ENGI0178-005 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 29.00	10.60
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 27.50	10.60

IRON0263-005 06/01/2017

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL)	$ 23.25	7.32

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* PLUM0100-005 11/01/2017

	Rates	Fringes
HVAC MECHANIC (HVAC Unit Installation Only)	$ 30.84	11.51
PIPEFITTER (Excludes HVAC Pipe Installation)	$ 30.84	11.51

SUTX2014-017 07/21/2014

	Rates	Fringes

BRICKLAYER	$ 19.50	4.27
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation	$ 17.13	2.97
CAULKER	$ 14.71	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.40	0.00
DRYWALL HANGER AND METAL STUD INSTALLER	$ 15.45	0.00
ELECTRICIAN (Alarm Installation Only)	$ 21.52	4.16
ELECTRICIAN (Communication Technician Only)	$ 16.40	2.87
ELECTRICIAN (Low Voltage Wiring Only)	$ 20.03	3.04
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems	$ 21.51	3.69
FORM WORKER	$ 12.32	0.00
GLAZIER	$ 16.15	2.13
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 10.04	2.31
INSTALLER - SIDING (METAL/ALUMINUM/VINYL)	$ 14.26	0.00
INSTALLER - SIGN	$ 15.61	0.00
INSULATOR - BATT	$ 13.00	0.00
IRONWORKER, REINFORCING	$ 12.24	0.00
LABORER: Common or General	$ 11.57	0.00
LABORER: Mason Tender - Brick	$ 11.00	1.70
LABORER: Mason Tender - Cement/Concrete	$ 10.64	0.00
LABORER: Pipelayer	$ 13.00	0.35

LABORER: Plaster Tender	$ 14.50	0.00
LABORER: Roof Tearoff	$ 11.28	0.00
LABORER: Landscape and Irrigation	$ 12.00	0.23
LATHER	$ 16.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 13.06	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 13.00	0.50
OPERATOR: Forklift	$ 13.38	0.81
OPERATOR: Grader/Blade	$ 13.05	0.00
OPERATOR: Loader	$ 14.02	1.82
OPERATOR: Mechanic	$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 18.44	0.00
OPERATOR: Roller	$ 15.04	0.00
PAINTER (Brush, Roller and Spray, Excluding Drywalling/Taping)	$ 13.60	2.24
PAINTER: Drywall Finishing/Taping Only	$ 14.28	3.04
PLASTERER	$ 15.37	0.00
PLUMBER (HVAC Pipe Installation Only)	$ 23.87	6.66
PLUMBER, Excludes HVAC Pipe Installation	$ 22.70	5.65
ROOFER	$ 17.19	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 21.10	5.50

SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 24.88	7.23
SPRINKLER FITTER (Fire Sprinklers)	$ 21.25	15.55
TILE FINISHER	$ 11.22	0.00
TILE SETTER	$ 14.25	0.00
TRUCK DRIVER: 1/Single Axle Truck	$ 16.40	0.81
TRUCK DRIVER: Dump Truck	$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	$ 12.50	0.00
TRUCK DRIVER: Water Truck	$ 12.00	4.11

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).

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

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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
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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:

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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:

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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:

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END OF GENERAL DECISION

EXHIBIT "D"

WORKER'S COMPENSATION COVERAGE PROVISIONS

SECTION WC

WORKERS' COMPENSATION INSURANCE COVERAGE

WC.1 **DEFINITIONS**

Certificate of coverage ("certificate"): A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project: Includes the time from the beginning of the work on the project until the contractor's/persons work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in 1.03): Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, CITY-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

WC.2 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

WC.3 The contractor must provide a certificate of coverage to governmental entity prior to being awarded the contract.

WC.4 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

WC.5 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, sot he governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project, and,

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

WC.6 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

WC.7 The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knows or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

WC.8 The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, information all persons providing services on the project that they are required to be offered, and stating how a person may verify coverage and report lack of coverage.

WC.9 The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and,

(b) a new certificate of coverage showing extension of coverage, prior tot he end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knows or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and,

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

WC.10 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

WC.11 The contractor's failure to comply with any of these provision is a breach of contract by the contractor which entities the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

WC.12 The contractor shall indemnify the governmental entity and hold it harmless for any amounts sought against the governmental entity by any employee or independent sub-contractor. The contractor further agrees to assist City in the defense of any attempts to assert a worker's compensation subrogation lien by any medical insurer, including, but not limited to, the release and disclosure of all files and documents that would be relevant or pertinent to the City's defense.

EXHIBIT "E"

EQUAL OPPORTUNITY EMPLOYMENT PROVISIONS

SECTION EEO

EQUAL EMPLOYMENT OPPORTUNITY

INDEX

PARAGRAPH	TITLE
EEO.1	DESCRIPTION
EEO.2	WORKING ENVIRONMENT
EEO.3	ON-THE-JOB TRAINING
EEO.4	REVIEW
EEO.5	DISSEMINATION
EEO.6	RECRUITMENT
EEO.7	INVENTORY
EEO.8	MONITORING
EEO.9	FACILITIES
EEO.10	RECORDS
EEO.11	ADHERENCE

SECTION EEO

EQUAL EMPLOYMENT OPPORTUNITY

EEO.1 DESCRIPTION

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The Contractor shall implement affirmative action steps at least as extensive as described herein.

EEO.2 WORKING ENVIRONMENT

Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two (2) or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

EEO.3 ON-THE-JOB TRAINING

Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs.

EEO.4 REVIEW

Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

EEO.5 DISSEMINATION

Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

EEO.6 **RECRUITMENT**

Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

EEO.7 **INVENTORY**

Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

EEO.8 **MONITORING**

Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

EEO.9 **FACILITIES**

Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

EEO.10 **RECORDS**

Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

EEO.11 **ADHERENCE**

Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.