# SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 12.1 (ID # 23567) MEETING DATE: Tuesday, January 09, 2024

# FROM : DEPARTMENT OF WASTE RESOURCES:

**SUBJECT:** DEPARTMENT OF WASTE RESOURCES: Ratify and Approve Amendment No. 2 to the Professional Services Agreement with American Eagle Sweeping Inc. for Street Sweeping Services at the Badlands and Lamb Canyon Sanitary Landfills; District 5. [\$239,088 Total Annual Amendment Cost – Department of Waste Resources Enterprise Funds 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

- Ratify and Approve Amendment No. 2 to the Professional Service Agreement with American Eagle Sweeping, Inc. for Street Sweeping Services at the Badlands and Lamb Canyon Sanitary Landfill to increase the annual contract amount by \$140,338 from \$98,750 to \$239,088, and authorize the Chairman of the Board to sign the Amendment on behalf of the County; and
- 2. Authorize the Purchasing Agent in accordance with Ordinance No. 459 based on the availability of fiscal funding and as approved as to form by County Counsel, to sign additional amendments that exercise the options of the agreement including modifications of the scope of services that stay within the intent of the Agreement, and sign amendments to the compensation provisions that do not exceed sum total of \$23,908.

# ACTION:Policy

11/30/2023

# MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:	Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays:	None
Absent:	None
Date:	January 9, 2024
xc:	Waste

Kimberly A. Rector Clerk of the Board By sulle

# SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	т	otal Cost:	Ongoing Cost		
COST	\$ 140,338	\$ 79,000		\$ 219,338	\$ 0		
NET COUNTY COST	\$0	\$ 0		\$0	\$ 0		
SOURCE OF FUNDS: Waste Resources Enterprise Funds – 100%			Budget Adju	istment: No			
	. Waste Resource	Waste Resources Enterprise Funds – 100%			For Fiscal Year: 23/24 – 24/25		

C.E.O. RECOMMENDATION: Approve

# BACKGROUND:

The Department utilizes the street sweeping services at the Lamb Canyon and Badlands Sanitary Landfills to comply with South Coast AQMD rule 403, controlling dust during active operations and additional Local, State, and Federal requirements to mitigate, abate, and control water and air pollution. The vendor is tasked to pick up all dirt, rocks, litter, and debris across a total of 3 miles of roadways, inbound, and outbound lanes between the Lamb Canyon and Badlands Sanitary Landfills. The services reduce the track out of sediment onto public roadways or drainage structures in accordance with California Code of Regulations Title 14 Division 7 Section 17409.1.

In August of 2023, the vendor requested a price increase citing the Consumer Price Index (CPI) provisions set forth in the Compensation section of the agreement. Upon further review, the Department and vendor agreed to increase the compensation to an amount not to exceed \$239,088 due to the need for increased spending for these services and to comply with prevailing wage requirements.

# Impact on Residents and Businesses

The continued use of this service will contain the amount of dust and air pollutants generated by equipment or vehicles during operations. In addition, street sweeping increases the cosmetic appeal of the landfill roads and residents visiting the landfills will be free from debris including metals and rubbish.

#### Additional Fiscal Information

No general funds are being used for this project. The revised service rates provided by the vendor are in-line with the current industry standards and prevailing wage requirements.

#### Contract History and Price Reasonableness

The Department released Request for Quote (RFQ) WMARC-374 soliciting quotes for routine street sweeping services, emergency call out services, and holiday services. The RFQ was accessed by over 20 vendors while it was advertised on Public Purchase. Eight (8) bids were received in response of the RFQ. The bid results were compiled and the RFQ was awarded to American Eagle upon submission of the lowest priced bid. On August 1,

# SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

2021, amendment no. 1 was executed under this contract to increase pricing in-line with CPI as per the compensation provisions in the contract.

# ATTACHMENT A. <u>Amendment No. 2 – American Eagle Sweeping</u>

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12/4/2023 Jason Farin, Principal Management Analyst

1/3/2024

lettis 12/27/2023

Original Contract Term:	November 1, 2019 through October 31, 2024		
Contract Term Extended To:	Not Applicable		
Effective Date of Amendment:	November 12, 2023		
Original Annual Maximum Contract Amount:	\$98,750.00		
Amended Maximum Contract Amount:	\$239,088.00		
Contract ID:	WMARC-96874-002-10/24		

This Amendment No. 2 to the Professional Service Agreement (Contract ID No. WMARC-96874-002-10/24) is entered into by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Waste Resources ("COUNTY"), and American Eagle Sweeping, Inc., a California corporation, ("CONTRACTOR"), effective November 12, 2023. COUNTY and CONTRACTOR are collectively referred to herein as the "Parties", and individually as the "Party".

#### RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into that certain Professional Service Agreement for Street Sweeping Services at Badlands and Lamb Canyon Landfills for the County of Riverside for a contract term of November 1, 2019 through October 31, 2024 (the "Agreement"); and

**WHEREAS**, the Parties now desire to amend the Agreement to increase the maximum payments by COUNTY to CONTRACTOR due to the need for increased spending requirements, and to incorporate additional provisions required by law;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

- 1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
- Section 3. Compensation. The second sentence of Subsection 3.1 of Section 3. Compensation, of the Agreement is hereby deleted and replaced with the following: "Maximum Payments by COUNTY to CONTRACTOR shall not exceed \$239,088.00 (Two Hundred Thirty-Nine Thousand, Eighty-Eight Dollars) annually, including all expenses."
- Exhibit B Deleted and Replaced. The First Amended Exhibit B of the Agreement is hereby deleted in its entirety and replaced in its entirety with the Second Amended Exhibit B, Updated Payment Provisions, attached hereto and incorporated herein as Attachment No. 1.
- 4. <u>Exhibit C</u>. The Agreement is hereby amended to include Exhibit C, Prevailing Wage Requirements, attached hereto and incorporated herein as Attachment No. 2.
- 5. <u>Miscellaneous</u>. All other terms and conditions of the Agreement not modified herein shall remain unchanged.
- 6. Effective Date. The "Effective Date" of this Amendment No. 2 shall be November 12, 2023.

9 2024



- 7. Counterparts; Electronic Signatures. This Amendment No. 2 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Each Party to this Amendment No. 2 agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment No. 2. The Parties further agree that the electronic signatures of the Parties included in this Amendment No. 2 are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
- 8. <u>Entire Understanding</u>. This Amendment No. 2 and the Agreement, as previously amended, contain the entire understanding of the Parties. There are no oral or written representations, understanding, or ancillary covenants, undertakings, or agreement that are not contained or expressly referred to within this Amendment No. 2, Amendment No. 1, and the Agreement.
- 9. **Further Assurances.** The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this Amendment No. 2.

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

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California By: SHINGTON Chair Board of Supervisors Dated: ATTEST:

Kimberly Rector Clerk of the Board

Dated: Deputy

APPROVED AS TO FORM: Minh C. Tran County Counsel

# AMERICAN EAGLE SWEEPING, INC. a California corporation

By: Juan R Hernandez

Name: Juan R. Hernandez Title: CEO Dated: Nov 28, 2023

By: Guadalupe Hernandez

Name: Guadalupe Hernandez Title: Secretary

Dated: Nov 28, 2023

Form #116-311 Revision Date: 01/13/2016

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By: \_\_\_\_\_\_ Lisa Sanchez Deputy County Counsel

ATTACHMENT 1

# SECOND AMENDED EXHIBIT B UPDATED PAYMENT PROVISIONS

Item Name	Quantity	Unit	Unit Price
Lamb Canyon Street Sweeping Services	625 (estimated hours per year)	HOURS	\$191.27
Badlands Street Sweeping Services	625 (estimated hours per year)	HOURS	\$191.27
Emergency Call-Out	1	HOURS	\$220.50
Overtime	1	HOURS	\$225.50
After Hours/Holiday Rates	1	HOURS	\$249.73

**ATTACHMENT 2** 

#### EXHIBIT C

#### PREVAILING WAGE REQUIREMENTS

All or a portion of the Scope of Services in this Agreement or Purchase Order (as applicable) requires the payment of prevailing wages and compliance with the following requirements.

#### C1.0. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the COUNTY has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Services is to be performed. Copies of said rates are on file with the COUNTY, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Services, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Services, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the CONTRACTOR shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

# C2.0. Payment of Prevailing Rates

Each worker of the CONTRACTOR, or any subcontractor, engaged in the Scope of Services, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any subcontractor, and such worker.

# C3.0. Prevailing Rate Penalty

The CONTRACTOR shall, as a penalty, forfeit two hundred dollars (\$200.00) to the COUNTY for

each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the CONTRACTOR or by any subcontractor in connection with the Scope of Services. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the CONTRACTOR.

#### C4.0. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at http://www.dir.ca.gov/Public- Works/PublicWorks.html. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a CONTRACTOR on the project shall be returned to the COUNTY. The CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Scope of Services.

# C5.0. Payroll Records:

Pursuant to California Labor Code section 1776, the CONTRACTOR and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Services. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the CONTRACTOR or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Services performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;

(2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the COUNTY, the Division of Labor Standards Enforcement of the DIR;

(3) A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the COUNTY or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the COUNTY or the Division of Labor Standards Enforcement, the requesting Party shall, prior to being provided the records, reimburse the cost of preparation by the CONTRACTOR, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the CONTRACTOR;

(4) The CONTRACTOR shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

(5) Copies provided to the public, by the COUNTY or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the CONTRACTOR or any subcontractor, performing a part of the Scope of Services shall not be marked or obliterated. The CONTRACTOR shall inform the COUNTY of the location of payroll records, including the street address, city and COUNTY and shall, within five (5) working days, provide a notice of a change of location and address. The CONTRACTOR shall have ten (10) days from receipt of the written notice specifying in what respects the CONTRACTOR must comply with the above requirements. In the event CONTRACTOR does not comply with the requirements of this section within the ten (10) day period, the CONTRACTOR shall, as a penalty to the COUNTY, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the CONTRACTOR.

# C6.0. Limits of Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the CONTRACTOR or by a subcontractor, upon the Scope of Services or upon any part of the Scope of Services, is limited and restricted to eight (8) hours during any

one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of CONTRACTOR or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half  $(1\frac{1}{2})$  times the basic rate of pay.

# C7.0. Penalty of Excess Hours:

The CONTRACTOR shall pay to the COUNTY a penalty of twenty-five dollars (\$25.00) for each

worker employed on the Scope of Services by the CONTRACTOR or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the CONTRACTOR is not less than one and one-half  $(1\frac{1}{2})$  times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

# C8.0. Senate Bill 854 (Chapter 28, Statutes of 2014) Requirements:

**C8.1**. CONTRACTOR shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:

a. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).

b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

c. This project is subject to compliance monitoring and enforcement by the DIR.

d. As required by the DIR, CONTRACTOR is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

e. CONTRACTOR and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.

- i. The certified payroll must be submitted at least monthly to the Labor Commissioner.
- ii. The COUNTY reserves the right to require CONTRACTOR and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
- iii. The certified payroll records must be in a format prescribed by the Labor Commissioner.

**C8.2**. As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

# **C9.0. STATE PUBLIC WORKS APPRENTICESHIP REQUIRMENTS**

**C9.1. State Public Works Apprenticeship Requirements**: The CONTRACTOR is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with "#" symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the CONTRACTOR, subcontractor, vendor or consultant. Included in these requirements is (1) the CONTRACTOR's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

Any apprentices employed to perform any of the Scope of Services shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under

California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Services. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

**C9.2.** Compliance with California Labor Code section 1777.5 requires all public works contractors to:

# C9.2.1) Submit Contract Award Information (DAS-140)

a. Although there are a few exemptions (identified below), all contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.

b. The DAS-140 is a notification "announcement" of the CONTRACTOR's participation on a public works project—it is not a request for the dispatch of an apprentice.

c. CONTRACTOR shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime CONTRACTOR subcontract, but in no event later than the first day in which the CONTRACTOR has workers employed on the public work.

d. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.

e. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see

http://www.dir.ca.gov/Databases/das/pwaddrstart.asp.

# C9.2.2) Employ Registered Apprentices

a. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.

b. All contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or

trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.

c. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.

d. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.

e. CONTRACTOR should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). CONTRACTOR has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.

f. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

# **C9.2.3) Make Training Fund Contributions**

a. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.

b. Contractors may use the "CAC-2" form for submittal of their training fund contributions.

c. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.

d. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.

e. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

**C9.2.4)** Exceptions to Apprenticeship Requirements: The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices.

a. When the contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the contractor. In other words, the contractor performed the entire work from start to finish and worked alone.

b. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.

c. When the contractor has a direct contract with the Public Agency that is under \$30,000.

d. When the project is 100% federally-funded and the funding of the project does not contain any city, COUNTY, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).

e. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

**C9.2.5)** Exceptions from Apprenticeship Ratios: The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the CONTRACTOR from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

a. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or

b. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

c. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or

d. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

**C9.2.6) CONTRACTOR's Compliance**: The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the CONTRACTOR. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code

section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

# WMARC-96874-002-1024 American Eagle Sweeping Amendment No. 2 - Finalized v2

Final Audit Report

2023-11-28

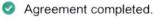
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By:	Derek Price-Nolen (DePNolen@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1VMFYIc1BIW3ahT0vqMn24NZtQaLvDNH

# "WMARC-96874-002-1024 American Eagle Sweeping Amendm ent No. 2 - Finalized v2" History

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- Signer americaneaglesweeping@gmail.com entered name at signing as Juan R Hernandez 2023-11-28 - 8:38:13 PM GMT- IP address: 76.168.238.209
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