

EXHIBIT 5 (SCHEDULE OF SUBMISSIONS)

CONSTRUCTION SUBMITTAL LIST

SUBMITTAL DOCUMENT	SPECIFICATION	TIMING	IHS REVIEW PERIOD (Calendar Days)
Bonds and Insurance	N/A	Award	10 days
Safety Plan	01 35 26	NTP	14 days
Construction Schedule	01 30 00	NTP	14 days
Commissioning Plan	01 78 00	Prior to closeout	14 days
O&M Plan with product warranties	01 78 00	Prior to closeout	14 days
Materials			
Concrete Mix design	03 30 00	Prior to placement	30 days
Shade structure shop drawings	13 34 19	Prior to order	30 days
Ductile Iron Pipe	22 10 05	Prior to placement	30 days
Protective Coating	09 90 09	NTP	30 days
Pressure Release Valve	22 05 23	Prior to order	30 days
Resilient Wedge Gate Valve	22 05 23	Prior to order	30 days
Pressure Gage	22 05 19	Prior to order	30 days
Flow Meter	22 05 19	Prior to order	30 days
Tap Feeders	22 05 19	Prior to order	30 days
Remote Monitoring Equipment	26 24 16	Prior to order	30 days
Chlorinator	22 30 00	Prior to order	30 days
Automatic Transfer Switch Shop Drawings	26 36 00	Prior to order	30 days
Diesel Generator Shop Drawings	26 32 13	Prior to order	30 days

EXHIBIT 6 (INDIAN OWNED ECONOMIC ENTERPRISE)

INDIAN OWNED ECONOMIC ENTERPRISE QUALIFICATION STATEMENT

The Undersigned certifies under oath the truth and correctness of all responses set out below as follows:

1. Name of Enterprise: _____
 Address: _____
 Telephone #: _____

2. Check one:

_____ Corporation _____ Joint Venture
 _____ Partnership _____ Other:
 _____ Sole Proprietorship

3. Answer the following:

A. If a Corporation:

i. Date of incorporation: _____
 ii. State of incorporation: _____
 iii. Name & address of statutory agent: _____

iv. Give the name and address of the officers and members of the Board of Directors of this Corporation and establish whether they are Indian (I) or Non-Indian (NI). Proof of Tribal Membership in a federally recognized Indian Tribe is required for all responses.

Name and Social Security No.	I or NI	Title	Address	% of Stock Ownership
		President		
		Vice-President		
		Sec/Clerk		
		Treasurer		

- v. Complete the following information on all stockholders who are not listed above, owning 5% or more of the stock. Establish whether they are Indian (I) or Non-Indian (NI).

Name and Social Security No.	I or NI	Address	% of Stock Ownership

B. If a Sole Proprietorship or Partnership:

- i. Date of Organization: _____
- ii. Give the following information on the individual or partners and establish whether they are Indian (I) or Non-Indian (NI).

Name and Social Security No.	I or NI	Address	% of Stock Ownership

C. If a Joint Venture:

- i. Date of Joint Venture Agreement: _____
- ii. Attach the information for each member of the joint venture prepared in the appropriate format given above.

4. Give the name, address, and telephone number of the principle spokesperson of your organization:

5. Has this enterprise been certified as an Indian Owned Economic Enterprise by any government or Tribal agency to qualify for special consideration under Indian preference contract clauses, or been awarded contracts by any government or Tribal agency based on Indian preference consideration?

Yes _____ No _____

A. If yes, complete:

Contract Date	Contracting Agency	Contract No.	Location of Work

6. Will any officer or partner listed in #3 be engaged in outside employment?

Yes _____ No _____

A. If yes, complete:

Name	Outside Employment	Hours/Week

7. Does this enterprise have any subsidiaries or affiliates or is it a subsidiary or affiliate of another concern?

Yes _____ No _____

A. If yes, complete:

Name and address of subsidiary affiliate or other concern	Description of Relationship

8. Does this enterprise or any person listed in #3 above have or intended to enter into any type of agreement with any other concern or person which relates to or affects the on-going administration, management or operations of this enterprise? These include but are not limited to management, and joint venture agreements and any arrangement or contract involving the provision of such compensated services as administrative assistance, data processing, management consulting of all types, marketing, purchasing, production and other type of compensated assistance.

Yes _____ No _____

A. If yes, attach a copy of any written agreement or an explanation of any oral or intended agreement.

9. Attach certification by a Tribe or other evidence of enrollment in a federally recognized Tribe for each officer, partner or individual designated as an Indian in #3.
10. Attach a certified copy of the charter, articles of incorporation, by-laws, partnership agreement, joint venture agreement and/or other pertinent organizational documentation.
11. Explain in narrative form the stock ownership, structure, management, control, financing, and salary or profit sharing arrangements of the enterprise, if not covered in answers to specific questions heretofore. Attach copies of all shareholder agreements, including voting trust, employment contracts, agreements between owners and enterprise. Include information on salaries, fees, profit sharing, material purchases, and equipment lease or purchase agreements. Evidence relating to structure, management, control, and financing should be specifically included. Also, list the specific management responsibilities of each principal, sole proprietor, partner, or party to a joint venture (as appropriate) listed in response to #3.

NOTE:

- ✧ Omission of any information may be cause for rejection of claim for Indian Preference.
- ✧ The persons signing below certify that all information in this INDIAN OWNED ECONOMIC ENTERPRISE QUALIFICATION STATEMENT, including exhibits and attachments, is true and correct.
- ✧ Print and type name below all signatures.

If applicant is Sole Proprietor, Sign Below:

_____	_____
Name	Date

If applicant is in a Partnership or Joint Venture, all Partners must sign below:

_____	_____
Name	Date

_____	_____
Name	Date

If applicant is a Corporation, affix corporate seal:

_____	_____
Corporate Seal	Date

By: _____
President's Signature

Attested by: _____
Corporate Secretary's Signature

WARNING:

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters, or publishes any statement, knowing the same to be false...shall be fined not more than \$5000 or imprisoned not more than two years, or both."

EXHIBIT 7 (FEDERAL WAGE RATE DETERMINATION)

"General Decision Number: CA20260026 01/23/2026

Superseded General Decision Number: CA20250026

State: California

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

County: San Bernardino 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

Modification Number	Publication Date
0	01/02/2026
1	01/16/2026
2	01/23/2026

ASBE0005-002 09/01/2024

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 56.32	26.52
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 39.94	20.65

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 23.52	13.37

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 51.98	42.11

* BRCA0004-011 05/01/2024

Rates Fringes

BRICKLAYER; MARBLE SETTER.....\$ 45.53 20.29

*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 06/01/2024

	Rates	Fringes
MARBLE FINISHER.....	\$ 43.38	15.36
TILE FINISHER.....	\$ 37.96	13.77
TILE LAYER.....	\$ 51.82	19.32

BRCA0018-010 09/01/2024

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 42.11	14.67
TERRAZZO WORKER/SETTER.....	\$ 49.62	15.26

CARP0213-001 07/01/2025

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 52.24	26.18
(2) Millwright.....	\$ 52.24	26.68
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 52.37	26.18
(4) Pneumatic Nailer, Power Stapler.....	\$ 52.37	26.18
(5) Sawfiler.....	\$ 52.34	26.18
(6) Scaffold Builder.....	\$ 45.37	25.43
(7) Table Power Saw Operator.....	\$ 52.34	26.18

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 07/01/2025

	Rates	Fringes
Diver		
(1) Wet.....	\$ 901.92	26.18
(2) Standby.....	\$ 450.96	26.18
(3) Tender.....	\$ 442.96	26.18

(4) Assistant Tender.....\$ 418.96 26.18

Amounts in "'Rates' column are per day

CARP0213-004 07/01/2025

Rates Fringes

Drywall

DRYWALL INSTALLER/LATHER....\$ 52.24 26.18
STOCKER/SCRAPPER.....\$ 21.45 11.27

CARP0721-001 07/01/2025

Rates Fringes

Modular Furniture Installer.....\$ 25.00 13.06

ELEC0440-004 12/31/2024

COMMUNICATIONS AND SYSTEMS WORK

Rates Fringes

Communications System

Installer.....\$ 45.23 3%+19.11
Technician.....\$ 33.09 15.89

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

ELEC0477-002 06/01/2024

Rates Fringes

Electricians:.....\$ 53.15 3%+27.48

CABLE SPLICER: \$1.50 per hour above Electrician rate.

TUNNEL WORK: 10% above Electrician rate.

ZONE PAY:

Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors

Zone B - Any work performed outside Zone A's 80 road miles, shall add \$12.00 per hour to the current wage scale.

 ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 53.30	22.26
(3) Groundman.....	\$ 40.76	21.76
(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 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 69.43	38.435+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.

 ENGI0012-004 08/01/2025

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 67.90	40.95
(2) Dredge dozer.....	\$ 61.93	40.95
(3) Deckmate.....	\$ 61.82	40.95
(4) Winch operator (stern winch on dredge).....	\$ 61.27	40.95
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 60.73	40.95
(6) Barge Mate.....	\$ 61.34	40.95

 * ENGI0012-024 07/01/2025

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 63.40	33.20
GROUP 2.....	\$ 64.18	33.20
GROUP 3.....	\$ 64.67	33.20

GROUP 4.....	\$ 65.96	33.20
GROUP 6.....	\$ 66.18	33.20
GROUP 8.....	\$ 66.29	33.20
GROUP 10.....	\$ 66.41	33.20
GROUP 12.....	\$ 66.58	33.20
GROUP 13.....	\$ 66.68	33.20
GROUP 14.....	\$ 66.71	33.20
GROUP 15.....	\$ 66.79	33.20
GROUP 16.....	\$ 66.91	33.20
GROUP 17.....	\$ 67.08	33.20
GROUP 18.....	\$ 67.18	33.20
GROUP 19.....	\$ 67.29	33.20
GROUP 20.....	\$ 67.41	33.20
GROUP 21.....	\$ 67.58	33.20
GROUP 22.....	\$ 67.68	33.20
GROUP 23.....	\$ 67.79	33.20
GROUP 24.....	\$ 67.91	33.20
GROUP 25.....	\$ 68.08	33.20

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 64.75	33.20
GROUP 2.....	\$ 65.53	33.20
GROUP 3.....	\$ 65.82	33.20
GROUP 4.....	\$ 65.96	33.20
GROUP 5.....	\$ 66.18	33.20
GROUP 6.....	\$ 66.29	33.20
GROUP 7.....	\$ 66.41	33.20
GROUP 8.....	\$ 66.58	33.20
GROUP 9.....	\$ 66.75	33.20
GROUP 10.....	\$ 67.75	33.20
GROUP 11.....	\$ 68.75	33.20
GROUP 12.....	\$ 69.75	33.20
GROUP 13.....	\$ 70.75	33.20

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 65.25	33.20
GROUP 2.....	\$ 66.03	33.20
GROUP 3.....	\$ 66.32	33.20
GROUP 4.....	\$ 66.46	33.20
GROUP 5.....	\$ 66.68	33.20
GROUP 6.....	\$ 66.79	33.20
GROUP 7.....	\$ 66.91	33.20

PREMIUM PAY:

\$10.00 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 load, 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);Coil Tubing Rig 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);Direct Push Operator (Geoprobe or similar types) 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 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system

operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) 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; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) 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 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 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); Spyder Excavator Operator, with all attachments

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.);

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) ; Tower crane operator and tower gantry

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

IRON0433-006 01/01/2025

Rates Fringes

IRONWORKER

Fence Erector.....	\$ 45.78	26.51
Ornamental, Reinforcing and Structural.....	\$ 50.70	35.15

PREMIUM PAY:

\$9.00 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, Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-005 07/01/2025

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 46.48	25.93

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 07/01/2025

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 55.88	23.77
GROUP 2.....	\$ 54.93	23.77
GROUP 3.....	\$ 51.39	23.77

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

 LAB00783-002 07/01/2025

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 53.60	25.74
GROUP 2.....	\$ 53.92	25.74
GROUP 3.....	\$ 54.38	25.74
GROUP 4.....	\$ 55.07	25.74
LABORER		
GROUP 1.....	\$ 46.48	25.95
GROUP 2.....	\$ 47.03	25.95
GROUP 3.....	\$ 47.58	25.95
GROUP 4.....	\$ 49.13	25.95
GROUP 5.....	\$ 49.48	25.95

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, cabetender; 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

LAB00783-005 11/01/2025

	Rates	Fringes
Brick Tender.....	\$ 42.60	22.13

LAB01184-001 07/01/2025

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 47.94	20.86
(2) Vehicle Operator/Hauler.	\$ 48.11	20.86
(3) Horizontal Directional Drill Operator.....	\$ 49.96	20.86
(4) Electronic Tracking Locator.....	\$ 51.96	20.86
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 49.30	23.97
GROUP 2.....	\$ 50.60	23.97
GROUP 3.....	\$ 52.61	23.97
GROUP 4.....	\$ 54.35	23.97

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

LAB01414-003 08/06/2025

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 46.17	25.97
PLASTER TENDER.....	\$ 48.72	25.97

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

Work at Military Bases - \$3.00 additional per hour:

Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 38.52	18.64

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 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 49.33	26.82

PAIN0036-015 01/01/2025

	Rates	Fringes
GLAZIER.....	\$ 53.05	30.64

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

PAIN1247-002 01/01/2025

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 45.15	19.43

PLAS0200-008 08/03/2022

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

FORT IRWIN; MARINE CORPS AIR STATION 29 PALMS, AND MARINE CORPS LOGISTICS SUPPLY BASE: \$3.00 additional per hour.

PLAS0500-002 07/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 47.70	27.07

PLUM0016-002 09/01/2025

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Work at Edwards AFB.....	\$ 68.73	26.81
Work at Fort Irwin Army Base.....	\$ 72.23	26.81
Work at Marine Corps Logistic Base at Nebo, Marine Corps Logistic Base at Yermo and Twenty-Nine Palms Marine Base.....	\$ 68.73	26.81
Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space.....	\$ 59.85	25.83
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 44.29	24.16
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.....	\$ 61.73	26.81

PLUM0345-001 09/01/2025

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 44.75	26.20
Sewer & Storm Drain Work....	\$ 48.84	23.58

ROOF0036-002 08/01/2025

	Rates	Fringes
ROOFER.....	\$ 52.63	20.73

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.

SFCA0669-009 01/01/2026

Does not include the northern part of the City of Chino, or the Cities of Montclair and Ontario

	Rates	Fringes
SPRINKLER FITTER.....	\$ 50.79	29.80

SFCA0709-004 09/01/2025

THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF MONTCLAIR AND ONTARIO:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 58.60	33.65

SHEE0105-003 01/01/2025

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.....	\$ 59.31	30.43
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 56.95	30.04

TEAM0011-002 07/01/2025

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 41.59	35.69
GROUP 2.....	\$ 41.74	35.69
GROUP 3.....	\$ 41.87	35.69
GROUP 4.....	\$ 42.06	35.69
GROUP 5.....	\$ 42.09	35.69
GROUP 6.....	\$ 42.12	35.69
GROUP 7.....	\$ 42.37	35.69
GROUP 8.....	\$ 42.62	35.69
GROUP 9.....	\$ 42.82	35.69
GROUP 10.....	\$ 43.12	35.69
GROUP 11.....	\$ 43.62	35.69
GROUP 12.....	\$ 44.05	35.69

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 <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 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 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates

in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination

- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

=====
END OF GENERAL DECISION"

EXHIBIT 8 (TERO INFORMATION PACKET)



Chemehuevi Indian Tribe

P. O. BOX 1976 • HAVASU LAKE, CA 92363 • (760) 858-4219 • FAX: (760) 858-5400

TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)

Compliance Agreement

The laws and regulations of the Chemehuevi Indian Tribe require all employers working on the reservation to give employment preference to Indians and to comply with the Tribal Employment Rights Ordinance that was approved and adopted by Resolution, by the Chemehuevi Tribal Council, on November 23, 1996.

The purpose of the Ordinance is to ensure compliance by employers on the Chemehuevi Indian Reservation with federal and tribal laws that are intended to:

- (a) **Prevent employment related discrimination against American Indians;**
- (b) **Give preference in employment and training opportunities on and near the Chemehuevi Indian Reservation; and**
- (c) **Maximum employment opportunities in mid-level and management levels for American Indians, and to prevent foreclosure of such opportunities as the result of lack of training and skills and contracting to American Indians;**
- (d) **Maximum utilization of Indian workers in all employment**

An employer who has established a permanent place of business on the Reservation shall negotiate and execute a Compliance Agreement within thirty (30) days from the date the Employer receives notification from the Director that a Compliance Agreement is required.

Therefore, the Chemehuevi Indian Tribe (hereafter "Tribe") and the

(hereafter "Employer") does hereby enter in the following agreement in satisfaction of the aforementioned laws and regulations.

1. **The Employer agrees to give absolute preference to Indians in all phases of employment including hiring, training, promotions, contracting, and subcontracting. This means that for any job on the specific work project, except previously identified and agreed upon key personnel of the Employer, a qualified Indian will be given preference over a non-Indian for all jobs performed on the Reservation.**

2. CHEMEHUEVI TRIBAL HIRING PREFERENCE:

- a. Tribal Members
 - b. Spouse of Tribal Members
 - c. Other Indians
 - d. Non-Indians
3. The Tribe and its Tribal Employment Rights Office will seek to identify qualified Indians for jobs and refer them to the Employer. The Employer in turn agrees to post all jobs, listed by skills category, qualifications and dates of expected employment.
 4. All Job descriptions/announcements will be submitted to TERO.
 5. The Employer shall not hire a non-Indian *in violation of the Compliance agreement* until the Director has certified within a reasonable time that no qualified Indian is available to fill the vacancy.
 6. If the Employer determines that an Indian referred to it is not qualified for the job, it shall inform TERO and the Indian referred in writing, of the specific skills lacking and of the type of training that person would need to become qualified.
 7. The Employer agrees to provide, two weeks in advance of any work, including; date of project work to begin; anticipated length of the project; expected number of jobs to be performed by skill category; if construction work, number of Journeyman and Apprentice slots; basic qualifications for each category (e.g. years of experience, education level, special skills, etc.):
 - a. Hiring Ration (to be determined)
 - b. Laborers (50% Tribal Members, Spouse of Tribal Member, other Indian)
 - c. Copy of Contract
 8. The Director will conduct site inspections as deemed necessary; and examine Employers payroll records, when necessary to confirm payroll reports.
 9. The Employer agrees to provide weekly payroll records to the TERO showing the following information on all Indian and non-Indian workers, name, social security number, address, wage and salary paid (hourly, weekly, or monthly, depending upon method of computing), total hours worked, skill category or job titles.



Chemehuevi Indian Tribe

P. O. Box 1976 • HAVASU LAKE, CA 92363 • (760) 858-4219 • FAX: (760) 858-5400

Tribal Employment Rights Office (TERO)

COMPLIANCE PLAN CONDITIONS

COMPANY _____

PHONE: _____ FAX: _____

BUSINESS LICENSE NUMBER: _____

DATE LICENSE ACQUIRED: _____

EXPIRATION DATE: _____

ANY EMPLOYER NOT SUBMITTING AN ACCEPTABLE COMPLIANCE PLAN
MAY BE DENIED THE RIGHT TO COMMENCE OR CONTINUE DOING
BUSINESS ON THE CHEMEHUEVI INDIAN RESERVATION.

Page Two of Three
Chemehuevi Indian Tribe
TERO Compliance Plan Conditions

CONTRACT AMOUNT \$ _____ TERO FEE 2% _____

FUNDING AGENCY _____

PROJECT START DATE _____ PROJECT END _____

CORE CREW - NAMES _____ JOB CLASSIFICATION _____

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____

ESTIMATED NUMBER OF WORKERS NEEDED AND JOB TITLES

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____

COMMENTS: _____

EMPLOYERS SIGNATURE/DATE: _____
TERO OFFICIAL SIGNATURE/DATE: _____

Page Three of Three
Chemehuevi Indian Tribe
TERO Compliance Plan Conditions

COMPANY: _____

PROJECT: _____

CHEMEHUEVI TRIBAL TERO FEE PAYMENT SCHEDULE:

DATE: _____	AMOUNT: _____
DATE: _____	AMOUNT: _____
DATE: _____	AMOUNT: _____
DATE: _____	AMOUNT: _____
DATE: _____	AMOUNT: _____
DATE: _____	AMOUNT: _____

LIST THE IDENTIFIED INDIAN PREFERENCE SUBCONTRACTORS FOR THIS PROJECT:

Company	Area of Work	Contact Person/Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I HAVE READ THIS TERO COMPLIANCE PLAN AGREEMENT AND AGREE TO ABIDE BY THE STATED CONDITIONS:

EMPLOYER SIGNATURE/DATE: _____

TERO OFFICIAL SIGNATURE/DATE: _____



Tribal Employment Rights Office

To: Employers/Contractors

Fr: Varner K. Escobar, TERO Director (CIT)
Phone: 760-858-5100/ Fax: 760-858-5279
Tribal Administration Office: 760-858-4219
E-mail: dir.tero@cit-nsn.gov

Subject: TERO information Packet: (1) TERO Notice, (2) TERO Ordinance,
(3) Compliance Plan/Agreement,

On March 28, 2009 the Chemehuevi Indian Tribal Council approved and adopted by resolution, the Tribal Employment Rights Ordinance (TERO) No. 09-03-28-A.

The purpose of the Ordinance is to ensure compliance by employers on the Chemehuevi Indian Reservation with Federal and Tribal laws that are intended to: 1) prevent employment related discrimination against Native Americans, 2) give preference in employment, contracting and training to Native Americans, 3) maximum utilization of Native American workers in all employment opportunities on and near the Chemehuevi Indian Reservation, and 4) maximum employment opportunities in mid-level and management levels for Native Americans, and to prevent foreclosure on such opportunities as the result of lack of training and skills.

It is the responsibility of this office (TERO) to inform all employers that any employer who intends to engage in permanent or temporary business on the Reservation shall not commence any work on the Reservation until a TERO Compliance Plan/Agreement has been completed and signed by both the TERO Director and the Employer representative. An employer who intends to establish a permanent or temporary place of business on the reservation shall execute a compliance Plan/Agreement prior to establishing the business.

Employer shall mean any person, company, contractor, sub-contractor or other entity located or engaged in work on the Chemehuevi Indian Reservation. The term "employer" shall also include contractors and subcontractors of state, county and all government agencies.

Employers shall submit a compliance agreement certification signed by the employer and the TERO Director, setting forth how each employer will meet Indian Preference and that they will comply full with the ordinance. The TERO Director shall assess and collect the TERO fee of 2% of the total contract amount as established by the Tribal Council in the TERO Ordinance regarding (Construction) on Tribal Lands. TERO fee shall be paid prior to commencing work or in the compliance with the approval payment schedule in the TERO compliance plan. Any violations of this TERO Ordinance will result in a prompt and thorough investigation by the TERO Director.

**AN ORDINANCE OF THE TRIBAL COUNCIL OF THE
CHEMEHUEVI INDIAN TRIBE REQUIRING INDIAN
PREFERENCE IN HIRING AND ESTABLISHING THE
CHEMEHUEVI TRIBAL EMPLOYMENT RIGHTS OFFICE.**

The Tribal Council ("Council") of the Chemehuevi Indian Tribe ("Tribe") does hereby ordain as follows:

Section 1. Findings and Declaration. The Tribal Council for the Chemehuevi Indian Tribe ("Tribe") finds and declares that:

1. Indian people have unique employment rights and the Tribe has the authority to pass laws and enact regulations to enforce Indian preference in employment on the Chemehuevi Indian Reservation. Indian preference in employment is not a racial preference, but a political preference that has been recognized as permissible under federal law;

2. The Council finds that it is necessary and important to establish an Employment Rights Program in order to implement Indian preference to maximize the participation of Chemehuevi tribal members in all employment, business, and training opportunities and to overcome the discriminatory barriers that have traditionally blocked Indian people from participating in the labor force;

3. The Council finds that it is in the best interests of the Tribe to establish an Indian preference hiring policy for all employers on the Reservation and to establish the Tribal Employment Rights Office to ensure that the Tribe's hiring policies are implemented.

Section 2. Adoption of a New Ordinance Entitled "Tribal Employment Rights Ordinance". A new Chapter 1 entitled "Tribal Employment Rights Ordinance," is hereby adopted and added to Title 2 of the Chemehuevi Tribal Code, which shall provide as follows:

CHAPTER 1

TRIBAL EMPLOYMENT RIGHTS ORDINANCE

Sections:

- 02.01.010 Definitions.
- 02.01.020 Establishment of Tribal Employment Preference Policy.
- 02.01.030 Application of Ordinance.
- 02.01.040 Establishment of Tribal Employment Rights Office and Office of TERO Director.
- 02.01.050 Notification of Requirements of Ordinance.
- 02.01.060 Powers and Duties of the TERO Director.
- 02.01.070 TERO Director: Qualifications.

02.01.080	TERO Director Compensation and Expenses.
02.01.090	Minimum Numerical Goals and Timetables for Indian Employment.
02.01.100	Training.
02.01.110	Tribal Hiring List
02.01.120	Counseling and Support Programs.
02.01.130	Preference in Contracting and Subcontracting.
02.01.140	Lay-Off of Workers.
02.01.150	Promotion.
02.01.160	Summer Students.
02.01.170	TERO Fee.
02.01.180	Union Agreement.
02.01.190	Content of Union Agreement.
02.01.200	Model Union Agreement.
02.01.210	Compliance Plan.
02.01.220	Compliance Reporting and On-site Inspections.
02.01.230	TERO Director Complaint Procedure.
02.01.240	Employee Complaint Procedure.
02.01.250	Employer and Union Complaint Procedure.
02.01.260	Request for Hearing.
02.01.270	Notice of Hearing.
02.01.280	Hearing Procedures.
02.01.290	Appeals.
02.01.300	Penalties for Violations.
02.01.310	Order to the Chemehuevi Tribal Police Department.
02.01.320	Reports to Tribal Council.
02.01.330	Relationship to Federal Laws.
02.01.340	Sovereignty.
02.01.350	Not Recognition of Unions.

Section 02.01.010 Definitions. As used in this ordinance, the following terms shall have the following meanings:

- A. "Chairman" means the Chairman of the Chemehuevi Tribal Council.
- B. "Commerce" means the exchange of goods, services, and/or property without reference to the locality where the exchange is carried out.
- C. "Council" means the Tribal Council of the Chemehuevi Indian Tribe.
- D. "EEOC" means the United States Equal Employment Opportunity Commission.
- E. "Employee" means any person paid wages, salary or stipend by any entity engaged in commerce on the Chemehuevi Indian Reservation, including the Chemehuevi Indian Tribe and its entities and enterprises.

- F. "Employer" means any person who engages in commerce within the exterior boundaries of the Chemehuevi Indian Reservation through paid agents or employees, including the Chemehuevi Indian Tribe, its agencies and enterprises. The term "Employer" includes any person acting as an agent, contractor or subcontractor of any employer, directly or indirectly, but shall not include the United States or any wholly owned government corporation, or any state or political subdivision thereof.
- G. "Indian" means any member of an Indian Tribe.
- H. "Indian Preference" means that members of the Chemehuevi Indian Tribe and other Indians, without regard to tribal affiliation, and tribally owned business entities are given preference over non-Indians in employment and training where the Chemehuevi tribal members and other Indians meet the minimum qualifications for the job or training program.
- I. "Indian owned business" means any commercial, industrial or other business activity or entity with not less than 51% Indian ownership.
- J. "Minimum Job Qualifications" means a satisfactory job history with the tribe or other employer including but not limited to; attendance, job performance and job knowledge.
- K. "Notice" means notification required to be given by the Chemehuevi Indian Tribe's TERO Director, the Tribal Council or the Tribal Court regarding TERO related matters. Notice shall be sufficient as to unnamed parties in an action, and in all instances where a specific person is not addressed, if it is published and posted in a public area within the Chemehuevi Indian Reservation boundaries for not less than five working days and is on file in the Chemehuevi Tribe's Tribal Employment Rights Office and open to public inspection.
- L. "Person" means both natural persons and artificial persons, including, but not limited to, corporations, trusts, partnerships, unions, agents, societies, sole proprietorships, and any organization, entity or group or combination acting as a unit.
- M. "Tribe" means the Chemehuevi Indian Tribe ("CIT").
- N. "Union or Labor Union" means any organization, agency or employee representation committee planned, associated or organized for the purposes of collective bargaining in which employees participate and that exist for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rate of pay, hours of employment, or conditions of work.
- O. "Reservation" means the Chemehuevi Indian Reservation and any land owned by the Tribe outside the exterior boundaries of the Reservation that is owned by the United States in trust for the Tribe.
- P. "Secretary" means the Secretary of Interior or his duly authorized representative.

Section 02.01.020 Establishment of Tribal Employment Preference Policy. To the extent permitted by law, the Tribe and its entities and all persons and entities doing business on the Reservation shall extend a preference in hiring according to the following priorities:

- A. Enrolled members of the CIT
- B. Indian spouses of enrolled members of the Tribe and, to the extent that a contract does not involve the expenditure of any federal or state funds, all spouses of enrolled members of the Tribe, both Indians and non-Indians;
- C. Members of other Indian tribes;
- D. Non-Indians.

The above persons listed in A through C above shall hereinafter be referred to collectively as the "preference persons."

Section 02.01.030 Application of Ordinance. All Employers are required to give preference to persons in the order of priority specified in Section 02.01.020 above, in hiring, promotion, training, temporary reduction in work force and all other aspects of employment, contracting and subcontracting. Employers must comply with this Ordinance and the rules, regulations and orders of the TERO Director, the Tribal Council, and Tribal Court relating to employment matters. The Indian preference requirements contained in this Ordinance shall be binding on all Employers, contractors and subcontractors and shall be deemed a part of all resulting subcontractor specifications. Employers shall have the initial and primary responsibility for ensuring that all contractors or subcontractors shall be subject to penalties provided herein for violation of this Ordinance if the contractor or subcontractor fails to comply.

Section 02.01.040 Establishment of Tribal Employment Rights Office and Office of TERO Director. The Tribal Council hereby establishes the Tribal Employment Rights Office ("TERO") and the Office of Director of the Tribal Employment Rights Office ("TERO Director" or "Director"). The TERO Director shall be responsible for implementation and enforcement of this Ordinance, and is authorized, with Tribal Council approval, to appoint such officers, agents and employees as he/she deems necessary to assist the TERO Director in carrying out his/her duties and responsibilities and which is provided for in the TERO budget approved by the Council. The TERO Director shall report directly to the Chemehuevi Tribal Council.

Section 02.01.050 Notification of Requirements of Ordinance. The TERO Director shall notify all Employers of the existence of this Ordinance and their obligation to comply with this Ordinance. All bid announcements issued by any entity of the Tribe shall contain a statement that the successful bidder will be obligated to comply with this Ordinance and all rules, regulations and orders of the TERO Director and include a copy of this Ordinance and any rules and regulations enacted to implement this Ordinance. The TERO Director shall send a copy of this Ordinance to every Employer operating on the Reservation and any amendments or revisions thereafter, within thirty days of the effective date of this Ordinance.

Section 02.01.060 Powers and Duties of the TERO Director. The TERO Director has jurisdiction and authority to:

- A. Require Employers to give preference to preferred persons, Tribal-owned and other Indian-owned businesses in the award of Contracts and Subcontracts;
- B. Require that Employers notify the TERO Director of all relevant open positions and hire non-Indians only after the TERO Director has certified that qualified preference persons are unavailable to fill the vacant job positions;
- C. Prohibit Employers from using qualification criteria or other personnel requirements that serve as barriers to preference persons being employed, unless the Employer can demonstrate that such criteria or requirements are required by business necessity;
- D. Require Employers to establish or participate in such training programs as the TERO Director deems necessary to increase the pool of preference persons eligible for employment on the Reservation;
- E. Establish and administer a Tribal Hiring Hall;
- F. Enter into agreements with unions to insure union compliance with this Ordinance;
- G. Hold hearings and subpoena witnesses and documents for the purpose of enforcing this Ordinance;
- H. Issue stop work orders and mandatory compliance orders where necessary to achieve the goals of this Ordinance and compliance with this Ordinance
- I. Require Employers to submit reports and take all actions deemed necessary by the TERO Director for the fair and vigorous implementation of this Ordinance;
- J. Formulate, adopt, amend and rescind rules, regulations and guidelines reasonably necessary to carry out the provisions of this Ordinance. In developing regulations to implement this requirement, the TERO Director shall adopt the EEOC guidelines on these matters to the extent that they are appropriate and not inconsistent with the provisions of this Ordinance. The TERO Director shall have the authority to impose requirements in addition to or in lieu of EEOC guidelines;
- K. Hire staff, expend funds appropriated by the Council and obtain and expend funding from federal, state, and other sources in carrying out the purposes of this Ordinance;
- L. Facilitate support programs to assist preference persons to retain employment;
- M. Enter into cooperative relationships with federal employment rights agencies,

such as EEOC and the Office of Federal Contract Compliance Programs;

N. Recommend actions to the Council to achieve the purpose and objectives of this Ordinance.

Section 02.01.070 TERO Director: Qualifications. The TERO Director shall have such education, training, and experience as the Tribal Council determines to be necessary for the position. Within thirty (30) days of the adoption of this Ordinance, the Executive Committee of the Council shall submit to the Council for approval a job description for the TERO Director listing the qualifications for the position, which shall not be inconsistent with the provisions of this Ordinance.

Section 02.01.080 TERO Director Compensation and Expenses. The TERO Director shall be compensated as determined by the Tribal Council and shall be reimbursed for expenses incurred in connection with carrying out his/her duties under this Ordinance, subject to the approval of the Council.

Section 02.01.090 Minimum Numerical Goals and Timetables for Indian Employment. The TERO Director may establish the minimum number of preference persons each Employer must employ on his/her work force during any year that the Employer is engaged in work on the Reservation. Numerical goals shall be expressed in terms of projects hours of preference persons' employment as a percentage of the total project hours worked by the Employer's work force in the job classification involved. Numerical goals shall be based on a survey of the available preference persons' labor force and of project employment opportunities.

A. For a new Employer, the goals may be established for the entire work force. The Employer shall meet with the TERO Director at least 45 days prior to beginning work and shall furnish the TERO Director with a precise list of the number and kinds of employees he expects to employ. The TERO Director shall then set specific goals and timetables for the Employer after considering any special factors or circumstances the Employer identifies as affecting his/her ability to meet the goals. The Employer shall incorporate the goals into the Employer's plan for complying with this Ordinance and shall agree in writing to meet those goals by signing a compliance agreement. Any Employer who fails to enter into such a written agreement will not be permitted to commence work on the Reservation.

B. For an existing Employer, the goals may be a percentage of the new employees expected to be employed during the ensuing year by the Employer. The Employer shall incorporate the goals into his/her plan for complying with this Ordinance and shall agree in writing to meet these goals by signing a compliance agreement.

C. For both new and existing Employers, the goals may be reviewed by the TERO Director at least annually and shall be revised as necessary to reflect changes in the number of preference persons available or changes in the Employers' hiring needs.

D. Each Employer shall submit a report when requested to the TERO Director

indicating the number of preference persons in the Employer's work force, the total number of persons employed, terminations, promotions, and training positions during the bi-weekly period, and other information required by the TERO Director.

D. Should the TERO Director have reason to believe that an Employer is violating this Ordinance by not meeting agreed-upon goals; he/she shall notify the Employer of the alleged violation pursuant to §02.01.230 of this Ordinance. The TERO Director shall bear the initial burden of proving the Employer has failed or is failing to meet his/her goals. Upon prima facie proof of such failure, the Employer shall bear the burden of proving that he/she has met or is meeting his/her goals or has made a good faith effort to meet his/her goals. It shall not be an excuse for such failure if the union with which the Employer has a collective bargaining agreement providing for exclusive referral failed to refer preference persons.

Section 02.01.100 Training. Every Employer may be required by the TERO Director to participate in training programs to assist preference persons to become qualified in the job classifications used by the Employer. Employers engaged in construction shall employ the maximum number of trainees or apprentices possible. The TERO Director shall set the ratio of preference person trainees to fully qualified workers after consultation with the Employer. For construction projects, the number of preference person trainees shall be no less than the minimum ratio established by the United States Department of Labor. Every Employer with a collective bargaining agreement with a union shall be required to obtain an agreement from the union to implement the training program. All trainees and apprentices employed pursuant to this Ordinance shall be Indian.

Section 02.01.110 Tribal Hiring List. The TERO Director shall establish and administer a Tribal Hiring Hall to assist Employers in placing preference persons. Employers may recruit and hire workers from whatever source, provided that no non-Indians are employed until a reasonable time period to locate qualified preference persons has elapsed or the Tribal Hiring Hall has certified that a qualified preference person is not available to fill the vacant job position. For purposes of this section, "reasonable time" shall be defined as follows: for construction jobs, the TERO Director shall be given 48 hours to locate and an additional 12 hours to refer a qualified preference person; for all other kinds of employment, the TERO Director shall have a minimum of 7 working days to locate and refer a qualified preference person. The TERO Director may grant a waiver of this time period upon a showing by the Employer that such time period imposes an undue burden upon the project. An Employer subject to a collective bargaining agreement with a union shall be exempt from this procedure if the union agrees to place in its referral list all names supplied to it by the TERO Director. However, if a union fails to meet its obligation to refer preference persons to an Employer, the TERO Director may require the Employer to accept preference person referrals from sources other than the union. If any non-Indian worker is found to be employed in a job in violation of this section, the Employer shall be required by the TERO Director to remove the employee summarily and shall be subject to the penalties provided in §02.01.300 of this Ordinance. Removal of employees will be subject to the hearing and appeal process set forth in this Ordinance.

Section 02.01.120 Counseling and Support Programs. The TERO Director may establish counseling referrals and other support programs and will make every effort to assist preference persons to obtain and retain employment. Every Employer shall be required to cooperate with the TERO Director regarding such counseling and support programs in conjunction with established tribal policies.

Section 02.01.130 Preference in Contracting and Subcontracting. Every Employer shall give preference in the award of any contract or subcontract to Indian-owned businesses. The TERO Director shall register and maintain a list of Indian-owned businesses, which shall be supplied to the Employers for their use. Employers shall not be required to take any extraordinary measures to identify or locate Indian-owned businesses.

Section 02.01.140 Lay-Off of Workers. In all lay-offs and reductions in work force, no preference person worker shall be terminated if a non-Indian worker in the same job classification is still employed; the non-Indian must first be terminated if the preference person possesses the qualification for the position in question. Qualified preference person workers shall be transferred to a crew to be retained so long as non-Indians in the same job classification are employed elsewhere on the job site.

Section 02.01.150 Promotion. Every Employer will make a good faith effort to apply the preferences set forth in Section 02.01.020 above to all promotion opportunities and shall encourage preference persons to seek such opportunities.

Section 02.01.160 Summer Students. Every Employer shall apply the preferences set forth in Section 02.01.020 above to summer student employment (with work permits). Employers shall make every effort to promote after-school, summer and vacation employment for Indian students.

Section 02.01.170 TERO Fee. The Tribe hereby imposes the following TERO fee on all applicable contracts:

A. For every Employer, with a construction contract in the amount of \$10,000.00 or more, shall pay a one-time fee of 2 % of the amount of the contract. The fee may be paid in installments over the term of the contract;

B. TERO fees shall be paid to the Tribe and shall be credited to the account of the Chemehuevi Tribal Employment Rights Office to meet its operating costs.

Section 02.01.180 Union Agreement. Every union with a collective bargaining agreement with an Employer must file a written agreement stating that the union will comply with this Ordinance and the rules, regulations and orders of the TERO Director, Tribal Council and Tribal Court. Until such an agreement is filed with the TERO Director, an Employer may not commence work on the Reservation.

Section 02.01.190 Content of Union Agreement. Every union agreement with an

Employer filed with the TERO Director must provide:

- A. Indian Preference. The union will give absolute preference to preference persons in job referrals regardless of the union referral list upon which a preference person's name appears;
- B. Cooperation with the TERO Director. The union will cooperate with the TERO Director in complying with the requirements of this Ordinance;
- C. Registration. The union will establish a mechanism allowing preference persons to register for the job referral list by telephone, mail, email, or other electronic means;
- D. Training Program. The union will establish journeyman upgrades, and advanced apprenticeship programs that are registered with the United States Department of Labor;
- E. Temporary Work Permits. The union will grant temporary work permits to preference persons who do not wish to join the union.

Section 02.01.200 Model Union Agreement. The TERO Director may provide a model union agreement for use by all unions who have a collective bargaining agreement with any Employer. This may be used for reference in formulating an agreement to be used for compliance purposes.

Section 02.01.210 Compliance Plan. Beginning on the effective date of this Ordinance, no new employer may commence work on the Reservation until it has met with the TERO Director or his/her agent and developed an acceptable plan for meeting its obligations under this Ordinance or any guidelines adopted by the TERO Director pursuant to this Ordinance.

Section 02.01.220 Compliance Reporting and On-site Inspections.. Employers shall timely submit reports and other information requested by the TERO Director. The TERO Director shall have the right to make on-site inspections during regular working hours in order to monitor any Employer's compliance with this Ordinance and the rules, regulations and orders of the TERO Director. The TERO Director shall have the right to inspect and copy all relevant records of any Employer, subcontractor of any Employer, and any signatory union and shall have the right to speak to workers and conduct investigation on the job site. All information collected by the TERO Director shall be kept confidential unless disclosure is required during a hearing or appeal as provided in §02.01. 280 and §02.01.290 and, pursuant to a Compliance Plan.

Section 02.01.230 TERO Director Complaint Procedure. If the TERO Director believes that an Employer, contractor, subcontractor, or union has failed to comply with the Ordinance or any rules, regulations or orders of the TERO Director, it may file a complaint and notify such party of the alleged violation. The TERO Director will attempt to achieve an informal settlement of the matter, but if an informal settlement cannot be achieved, the TERO Director may request a hearing upon the matter pursuant to §02.01. 260.

Section 02.01.240 Employee Complaint Procedure. If an employee and candidate for employment believes that an Employer has failed to comply with this Ordinance or the rules, regulation or orders of the TERO Director, or believes he/she has been discriminated against by an Employer because he/she is a preference person, he/she may file a complaint with the TERO Director, who shall investigate and attempt to achieve an informal settlement of the matter. If an informal settlement cannot be achieved, the individual or TERO Director may request a hearing upon the matter pursuant to §02.01.260. If an Employer fires, lays off, or penalizes, in any manner, a preference person employee who utilizes the complaint procedure provided herein or exercises any right provided herein, the Employer shall be subject to the penalties provided in §02.01.300 of this Ordinance.

Section 02.01.250 Employer and Union Complaint Procedure. If any Employer or union believes that any provision of this Ordinance or any rule, regulation or order of the TERO Director is illegal or erroneous, a complaint can be filed with the TERO Director specifying the alleged illegality or error. Upon receipt of the complaint, the TERO Director shall investigate and attempt to achieve an informal settlement of the matter. If an informal settlement cannot be achieved, the Employer, union or TERO Director may request a hearing upon the matter pursuant to §02.01.260 .

Section 02.01.260 Request for Hearing. A request for a hearing by the TERO Director, an individual employee, an Employer, or a Union shall be made in writing. Notice shall be filed with the Council, and served on the other parties to the complaint.

Section 02.01.270 Notice of Hearing. If a hearing is requested by the TERO Director, an individual, an Employer, or union pursuant to this section, written notice of the hearing shall be given by the TERO Director to all parties concerned. The notice shall include a description of the nature of the hearing and shall advise parties of their right to be present at the hearing, to present testimony of witnesses and submit other evidence, and to be represented by counsel at their own expense. The Notice shall also state that the TERO Director may be represented by legal counsel.

Section 02.01.280 Hearing Procedures. Hearings shall be governed by the following rules of procedures:

A. All parties may present testimony of witnesses and other relevant evidence and may be represented by counsel at their own expense;

B. At the hearing, the TERO Director may receive advice and assistance from legal counsel;

C. Hearings shall be governed by rules of practice and procedures adopted by the TERO Director. The Council shall not be bound by technical rules of evidence in the conduct of hearing under this Ordinance, and no informality in any proceeding shall invalidate any order, decision, rule or regulation made, approved or confirmed by the Council;

D. The Chairman of the Council shall preside over hearings or, in his/her absence, the Vice-Chairman. The Council may also appoint a hearing officer in lieu of the Chairman;

E. Any matter to be proved must be proven to the satisfaction of the Council by a preponderance of the evidence;

F. At the final close of the hearing, the Council may take immediate action or take the matter under advisement;

G. The Council's decision shall be in writing, shall be served on the parties by registered mail or in person and shall be issued no later than thirty (30) days after the close of the hearing.

Section 02.01.290 Appeals. An appeal to the Chemehuevi Tribal Court may be taken from any final order of the Council by any party adversely affected thereby. Upon appeal, the case shall be tried de novo. The appeal shall be taken by serving written notice of appeal on the TERO Director within twenty (20) days after the date of entry of the order. The notice of appeal shall:

A. Identify and attach the order from which appeal is taken;

B. Specify the grounds upon which reversal of the order is sought;

C. The original order of the Council shall be suspended pending the determination of the Chemehuevi Tribal Court. If the order of the Council is reversed or modified, the Court may by its mandate specifically direct the TERO Director, to make appropriate Ordinance language recommendations to the Council, for the purposes of revision or correction of the sections or words in question. All amendments, revisions or corrections of the Ordinance shall be sent to Employers, federal agencies, and other affected parties, and shall be posted in public places for a period of thirty (30) days on the Reservation.

Section 02.01.300 Penalties for Violations. Any Employer, contractor, subcontractor or union who violates this Ordinance or the rules, regulations or orders of the TERO Director shall be subject to penalties for such violations, including, but not limited to:

A. Denial of the right to commence or continue conducting business on the Reservation, suspension of all operations on the Reservation, and/or prohibition from engaging in future operations on the Reservation;

B. Payment of back pay and damages to compensate any injured party, an order to remove employees hired in violation of this Ordinance or the rules, regulation and orders of the TERO Director, and/or an order of the TERO Director requiring employment, promotion, and training of the person injured by the violation;

C. Imposition of monetary civil penalties of up to \$5,000.00 for each violation. Each day during which a violation exists, shall constitute a separate violation;

D. An order requiring changes in procedures and policies necessary to eliminate the violations, and

E. Any other order deemed necessary by the TERO Director to alleviate, eliminate, or compensate a person or entity for any violation.

Section 02.01.310 Order to the Chemehuevi Tribal Police Department. Tribal law enforcement officers are hereby expressly authorized and directed to enforce such cease and desist or related orders as may from time to time be properly issued by the TERO Director. Such orders shall require a judicial decree or order from the Tribal Court to render them enforceable. The tribal law enforcement officers shall not be civilly liable for enforcing such orders so long as the TERO Director signs the order.

Section 02.01.320 Reports to Tribal Council. The TERO Director shall, at the end of each fiscal quarter, report to the Council concerning the action he/she has taken within the ending fiscal quarter, and shall make such other reports and make recommendations for further ordinances, resolutions, and regulations as he/she may determine to be necessary.

Section 02.01.330 Relationship to Federal Laws. This Ordinance is consistent with Federal law which permits Indian preference in employment, including:

- A. Section 7(b) of the Indian Self-Determination Act, Public Law 93-638, as amended;
- B. Title VII, Section 703(l) of the Civil Rights Act of 1964;
- C. Executive Order 11246, Office of Federal Contract Compliance Programs, 1977.

To the extent that giving preference to non-Indian spouses of tribal members would violate applicable federal law, the TERO Director shall not require such preference to be given as otherwise provided for in this Ordinance.

Section 02.01.340 Sovereignty. Nothing contained in this Ordinance shall constitute a waiver of the Tribe's sovereign immunity or limit the application of the trust responsibility of the United States Government to the Tribe.

Section 02.01.350 Not Recognition of Unions. Nothing herein or any activity of the Tribal Employment Rights Office or TERO Director authorized hereby shall constitute tribal recognition of any union or tribal endorsement of any union activities on the Chemehuevi Indian Reservation.

Section 3. **Severability.** If a court of competent jurisdiction finds that any provisions of this Ordinance are invalid or illegal under applicable Federal or tribal law, such provisions shall be severed from this Ordinance. The remainder of this Ordinance shall remain in full force and

effect.

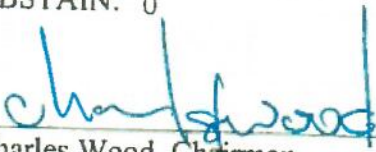
Section 4. Repeal.. All prior Ordinances enacted by the Council pertaining to or providing for an Indian or tribal member spouse preference in employment is hereby repealed.

Section 5. Effective Date. This Ordinance shall take effect upon enactment by the Tribal Council.

CERTIFICATION

The foregoing Ordinance was adopted at a duly convened meeting of the Chemehuevi Tribal Council, with a quorum present, held on the 28th day of March, 2009, by the following vote:

AYES: 9
NOES: 0
ABSENT: 0
ABSTAIN: 0


Charles Wood, Chairman

ATTEST:

Ronald Escobar, Secretary-Treasurer

EXHIBIT 9 (BUSINESS LICENSE APPLICATION AND REQUIREMENTS)

CHEMEHUEVI INDIAN TRIBE
BUSINESS LICENSE AND PERMIT INSTRUCTIONS

This Form has been designed to provide the common information needed and/or required by participating State, Local Governments and the Chemehuevi Indian Tribe's governing laws. Please read these instructions before filling out the form. It is very important that you respond to all items listed on the form; any omission could cause a delay in processing your business license or permit.

INSTRUCTIONS

- 1. Check the appropriate Box for which you are applying.**
- 2. Business/Name**
Enter the Business Name, or
If an individual the person applying for a business license or permit.
- 3. Physical Address**
Enter the physical address of the business location.
If an individual the person applying for a business license or permit.
- 4. Mailing Address**
Enter the mailing address of the business applying if different from the physical address.
- 5. PHONE/FAX/EMAIL/WEBSITE**
Enter the contact information that applies.
- 6. TYPE OF BUSINESS**
Check the appropriate box that describes your business.
- 7. OWNERS/PARTNERS/CORPORATE OFFICERS**
List owner's name(s), title, percentage of business owned, home address(es) (street, city, state, and zip code). List all corporate officers if business is incorporated. List all partners if the business is a partnership. Attach additional sheets if necessary.
- 8. Tax and License Information**
Enter your federal identification number if applicable. Enter any other license or permit that would apply to your business or venue.
- 9. Nature of Your Business**
Describe the type of business you will be conducting or venue. Use specific information such as address(es) or location (s) where you will be conducting your business.
- 10. PLEASE ATTACH YOUR CURRENT LIABILITY INSURANCE**
- 11. Signature(s)**
Sign, print, and date the application. If the business is a general partnership or joint venture more than one signature is required.
- 12. Application Fee(s)**
See the Fee Schedule for the type of license or permit in which you are applying. If you are not sure what fees you should pay call the office at (760) 858-1116. Make your check payable to: "CHEMEHUEVI INDIAN TRIBE". Mail your payment along with the application to: PO Box 1708, Havasu Lake, CA 92363-1976. Or you may make your payment directly at the Realty and Planning Office.



Attachment A

Business License "FEE SCHEDULE"

Section 5.2 Branch Establishments: A separate license must be obtained for the business at each location of a branch establishment or separate place of business or separate trade in which the business, trade, calling, or occupation is carried on, and for each separate business or trade at the same location. Each such license shall authorize the person obtaining it to carry on only the business/trade specified in the license at the particular location therein specified.

- \$300.00.....Annually for non-Tribal Businesses
- \$200.00.....Engaging in the business of a carnival, menagerie, collection of animals, equestrian act or acrobatic performance.
- \$500.00.....Engaging in the business of promoting, presenting, or conducting any dance, race, concert, lecture, exhibition, or other entertainment for profit, except as may be exempted under the provisions of Article 5 of this code.
- \$50.00.....Additional Chemehuevi Tribal Member business.
- \$50.00.....Transfer of owner of business location.
- \$35.00.....Peddler or hawker as defined in section 3.11 of this code (2 consecutive days).
- \$10.00.....Duplicate Permit.

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT 10 (INDIAN PREFERENCE POLICY)

ATTACHMENT

In accordance with this Statement and 25 CFR, award shall be made under unrestricted solicitations to the lowest responsive bid from qualified Indian-owned economic enterprise or organization within the maximum total contract price established for the specific project or activity being solicited, if the bid is no more than "X" higher than the total bid price of the lowest responsive bid from any qualified bidder. The factor "X" is determined as follows:

X=lesser of:

When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000
When the lowest responsive bid is: At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000 but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000