REQUEST FOR PROPOSAL

AND

CONTRACT DOCUMENTS

TO

FURNISH AND INSTALL A METAL BUILDING

AT

RICHLAND HOUSING MAINTENANCE YARD

384 MILES AVE.

YUBA CITY, CA 95991

February 13, 2020

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LEGAL NOTICE
ADVERTISEMENT FOR BIDS

OWNER:	Regional Housing Authority
ADDRESS:	1455 Butte House Road Yuba City, CA 95993
PHONE:	(530) 671-0220

Requests for proposal are being solicited to supply labor, equipment, materials and related services to furnish and erect a metal building at Housing Authority maintenance yard at 384 Miles Ave, Yuba City, CA 95991. A bid packet may be down loaded from the Regional Housing Authority website, regionalha.org or at the pre-bid conference will be held on Thursday, February 13th., 2020 and 9:00AM at 384 Miles Ave, Yuba City, CA 95991. Bids will be received until March 5th., 2020 and 10:00AM at the Regional Housing Authority when all bids will be opened. The Regional Housing Authority office is located at 1455 Butte House Road, Yuba City, California 95993

All potential bidders must have valid contractor's license, active insurance for liability and workers' compensation, and must be able to bond this job for payment and performance. **THE REGIONAL HOUSING AUTHORITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

DATE: 2-5-2020 OWNER'S SIGNATURE: _____
Gustavo Becerra, Executive Director

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NOTICE TO CONTRACTORS

Sealed proposals will be received by the Regional Housing Authority by mail or hand delivered to 1455 Butte House Rd, Yuba City, CA 95993 by March 5th., 2020 at 10:00AM, at which time they will be publicly opened and read aloud for performing work as follows:

PROJECT: Furnish & Install a Metal Building and related site work at the Housing Authority Maintenance Yard

LOCATION: 384 Miles Ave, Yuba City, CA 95991

Bids will be examined and declared on said day and hour.

No bid will be considered unless it is made on the BID PROPOSAL form furnished as part of these Contract Documents. Each bid must be accompanied by the following:

1. Cash, certified or cashier's check or **bidder's bond made payable to the Regional Housing Authority** for the amount equal to at least five percent (5%) of the amount bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fails to enter into the contract.
2. Form HUD-5369-A "Representations, Certifications, and Other Statements of Bidders"
3. Non-collusive affidavit (required for contracts exceeding $50,000)
4. Minority & Women business enterprise eligibility questionnaire (required for contracts exceeding $100,000)
5. Form HUD-2530 "Previous Participation Certification" (required for contracts exceeding $50,000)
6. List of all Subcontractors Performing more than ½ of 1% of bid amount.
7. Section 3 Assurance
8. Certifications for Contracts, Grants, loans & Cooperative Agreements
9. Verification of Contractor & Subcontractor DIR Registration
10. List of References

Bids shall be mailed or submitted to the Authority in a sealed envelope marked:

New Metal Building at Maintenance Yard
Attn: Larry Tinker

The Contractor and each of his/her subcontractors shall be required to pay the local prevailing wage rate as established by the Secretary of Labor of the United States pursuant to the Davis Bacon Act or the State Prevailing Wage rate as established by the California Department of Industrial Labor, whichever is higher.

The enclosed Prevailing Wage determinations shall be considered applicable for use on this project. If the project is found to be within the limits of Assembly Bill No. 114, the project may not require payment of State prevailing wage rates.

Housing Authority will provide to the Contractor, City Yuba City Building Department approved project plans and permits. Contractors are responsible for furnishing engineered plans from the building manufacturer to the Housing Authority and the City of Yuba City and all permit fees related to those plans.

No bid will be accepted from a Contractor who is not licensed under Chapter 9, Division 3, California Business and Professional Code or from a Contractor that not registered with The State of California Department of Industrial Relations. All subcontractors must be appropriately licensed and registered. It is the Contractor's responsibility to verify that subcontractors are licensed and registered. **Each bid must conform and be responsive to this Notice, the Specifications, Plans, and Contract Documents.**

This project has a scheduled completion time of 90 days and is subject to liquidated damages.

Bid forms and contract documents for the proposed work may be obtained from the Regional Housing Authority web at a Pre-Construction Meeting on Thursday, February 13th at 9:00am. The meeting will be held at 384 Miles Ave, Yuba City, CA 95991. Bid packets may also be downloaded or printed from the Housing Authority website at *regionalha.org* under the heading business and employment opportunities.

THE HOUSING AUTHORITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

Gustavo Becerra, Executive Director

BIDDING REQUIREMENTS

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Instructions to Bidders for Contracts Public and Indian Housing Programs

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

(1) Integrity;

(2) Compliance with public policy;

(3) Record of past performance; and

(4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

Larry Tinker
Senior Development Specialist
1455 Butte House Road
Yuba City, CA 95993
(530) 671-0220 X130

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding $25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[X] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[X] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[X] (3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website **http://www.fms.treas.gov/c570/index.html**, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

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BID FORM

TO: REGIONAL HOUSING AUTHORITY
1455 BUTTE HOUSE RD.
YUBA CITY, CALIFORNIA 95993

Executive Director: Gustavo Becerra

The undersigned doing business under the firm name of:

_____

having familiarized ourselves with the conditions affecting the cost of the work, where the work is to be done; and having carefully examined the Plans, Specifications, including Instructions to Bidders and Addenda, if any, for the following project:

Installation of Metal Building
384 Miles Ave, Yuba City, Ca 95991

and having examined the site of the proposed work, proposes to furnish all materials, labor, equipment, transportation and utility services called for by them for the work indicated and/or specified.

1. BASE BID:

_____ DOLLARS ($ _____)

2. **IN SUBMITTING THIS PROPOSAL, THE UNDERSIGNED UNDERSTANDS THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND/OR WAIVE ANY INFORMALITY IN THE BID.** It is agreed that this proposal may not be withdrawn over a period of **90 days** after the opening thereof.

3. Attached hereto is a list showing the name and place of business of all Subcontractors who will perform work in excess of one-half (1/2) of one percent (0.5%) of the Base Bid, together with the portion of the work to be done by each Subcontractor.

4. BID GUARANTEE: Accompanying this proposal is a certified check, cashier's check, or Bidder's Bond in the amount of:

_____ DOLLARS ($_____)

Being not less than five percent (5%) of the Total Base Bid, payable to or in favor of the Owner.

5. Attached hereto are the following:

   a. form HUD-5369-A "Representations, Certifications, and Other Statements of Bidders"

   b. Non-collusive Affidavit (required for contracts exceeding $50,000)

   c. Minority and Women business enterprise eligibility questionnaire

   d. form HUD-2530 "Previous Participation Certification" (required for contracts exceeding $50,000)

   e. List of Subcontractors

   f. Section 3 Assurance

   g. Verification of Contractor & Subcontractor DIR Registration

   h. Certification for Contracts, Grants, Loans & Cooperative Agreements

   i. A minimum of 3 references of similar projects

6. If this bid is accepted by the Owner and notice of such acceptance is timely delivered to the undersigned, then the undersigned shall, within fourteen (14) calendar days after receipt of such notice, (a) sign the specified contract and also deliver to the Owner (b) a payment bond as required by the contract documents, and (c) a performance bond, as similarly required. The undersigned will thereafter commence and complete the work within the time required by the contract documents.

7. ADDENDUM RECEIPT: Receipt of the following addenda to the Plans and Specifications is acknowledged:

Addendum No._____, Dated_____ Addendum No._____, Dated_____
Addendum No._____, Dated_____ Addendum No._____, Dated_____
Addendum No._____, Dated_____ Addendum No._____, Dated_____

DATE: _____ FIRM NAME: _____

PHONE: _____ BY: _____

TITLE: _____

CONTR. LIC #: _____ ADDRESS: _____

LIC. EXP. DATED: _____

The representations made herein are made under penalty of perjury.

(BLANK PAGE)

BID BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS, that we, the undersigned

_____, as Principal, and_____, as Surety, are held and firmly bound unto the Regional Housing Authority, hereinafter called the "Authority", in the penal sum of five percent (5%) of amount bid in lawful money of the United States of America for the payment of which, well and truly to be made, we hereby bind ourselves and ours and each of our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above-named principal is about to hand in and submit a bid or proposal in accordance with those certain Contract Documents and Specifications entitled "Contract Documents and Specification", dated _____ and file in the office of said Authority.

NOW, THEREFORE, if the above-named principal is awarded the Contract, and shall fail to enter into a Contract to perform said Contract and to furnish any and all Bonds in the form and in the amounts required under said Contract Documents and Specifications, along with any other certifications required under said Contract Documents and Specifications at the time of executing said Contract within fifteen (15) days after the Contract is presented for signature, then the amount herein, the penalty of this bond which accompanies the bid, shall be declared forfeited and the full penal sum paid to the Authority.

IN WITNESS THEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20___.

_____
(Contractor)

By _____
(Principal)

_____
(Surety Company)

By _____
(Principal)

SURETY

(Power of Attorney for person signing for Surety Company, or a certified copy thereof must be attached. Signature of person or persons executing for the Surety must be acknowledged.)

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U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[X] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding $50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding $100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of ninty (90) calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans	[ ] Asian Pacific Americans
[ ] Hispanic Americans	[ ] Asian Indian Americans
[ ] Native Americans	[ ] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding $2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding $10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed $10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding $100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding $50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[ ] is, [ ] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

_____
(Signature and Date)

_____
(Typed or Printed Name)

_____
(Title)

_____
(Company Name)

(Company Address)

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

These instructions supplement those found in HUD-5369-A, "Representation, Certifications and Other Statements of Bidders – Public and Indian Housing Programs", which must be submitted as part of each Bidder's package.

Please note the following:

1. Non-Applicability – Indian Housing. Please note that any and all references to "Indian Housing" are not applicable to this project, which is being developed under the Public Housing Program.

2. Section 1 – Certification of Independent Price Determination. Note that Section 1 (b) (2) must be completed with the names of the principals of the firm, if applicable.

3. Section 1 (d) – Non-Collusive Affidavit. Inasmuch as the estimated cost of this project exceeds $50,000, a non-collusive affidavit IS required and must be submitted. Further, Bidder must check the appropriate box in subsection (2).

4. Section 2 – Contingent Fee Representation and Agreement. Bidder must check the appropriate boxes under Subsection (b) (1) and (2). Further, if the answer under either (b) (1) or (2) is affirmative, the bidder must make an immediate and full disclosure to the Housing Authority's Development and Rehabilitation Administrator.

5. Section 4 – Organizational Conflicts of Information Certification. Bidders must check the box indicated if there are no actual or apparent conflicts of interest.

6. Section 6 – Minimum Bid Acceptance Period. This section is modified as follows:

   A. Subsection © is amended to read as follows:

      "The PHA requires a minimum acceptance period of 90 consecutive calendar days."

   B. Subsection (d) permits the Bidder to specify a longer acceptance period if so desired.

7. Section 7 – Small, Minority, Women-Owned and Veteran-Owned Business Concern Representation. Note that Bidder should check ALL of the boxes For statements that are applicable to Bidder.

8. Section 8 – Indian Owned Economic Enterprise. This section is not applicable and is deleted.

9. Section 9 – Certification of Eligibility Under the Davis-Bacon Act. Note that this section IS applicable to this project.

10. Section 10 – Certification of Non-Segregated Facilities. Inasmuch as this Contract will exceed $10,000, this section is applicable. Note also that the Contractor must obtain identical certifications from all proposed subcontractors.

11. Section 11 – Clean Air & Water Certification. Bidder should check the box indicating that the "facility" IS NOT on the EPA list of Violating Facilities.

12. Section 12- Previous Participation Certificate. Inasmuch as the estimated contract price exceeds $50,000, this section IS applicable. Bidder must submit Form HUD-2530, Previous Participation Certificate, with the bid, or within three (3) working days of the bid opening (not counting the day of the opening). Bidder should note whether or not the certificate is included by checking the appropriate box.

NON-COLLUSIVE AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF SUTTER

_____, being first duly sworn, deposes and says:

That he/she is _____ of the firm of

_____
(Firm Name)

the party making the foregoing bid; that such bids are genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of any other bidder, or to secure any advantage against the Authority or any person interested in the proposed Contract; and that all statements in said bid are true.

That neither Members of Congress, Local or State Public Officials, or any employee or representative of the Authority is in any manner interested, directly or indirectly, in the bid to which this Non-Collusive Affidavit is attached, nor in the Contract which may be made pursuant to said bid, nor in any expected profits which may arise there from.

The undersigned further certifies that the bidder who submitted the bid to which this certification is attached, is not listed on the Controller General's list of ineligible bidders or contractors.

Bidder if Bidder is an individual:

_____

(Name of Bidder)

Partner if Bidder if a partnership:

_____

(Partner)

Officer if Bidder is a corporation:

_____

(Officer)

Subscribed and sworn to before me this

_____ day of _____, 20__.

_____

NOTARY PUBLIC, STATE OF CALIFORNIA

MY COMMISSION EXPIRES: _____

THE REGIONAL HOUSING AUTHORITY
SMALL, MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE UTILIZATION PLAN

I. OBJECTIVE

To establish goals for the participation of minority business enterprises and women-owned business enterprises in the Regional Housing Authority construction, supply and services contracts and to establish a program for the achievement of said goals.

II. DEFINITIONS

A. Minority group member – a person who is Black, Spanish origin or Hispanic or Pacific Islander, or American Indian or Alaskan native.

1. Black – all persons having origins in any of the Black racial groups of Africa.

2. Hispanic – all persons of Mexican, Puerto Rican, Cuban, Central or South American descent and Spanish culture. The Portuguese are excluded from the Hispanic category, and are to be classified according to their race.

3. Asian or Pacific Islander – all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands.

4. American Indian or Alaskan Native – all persons having origins in any of the original peoples of North America, and who maintain cultural identifications through tribal affiliation or community recognition.

B. Minority Business Enterprise – A United States business wherein the minority group members or stockholders have at least 50% ownership interest in the business and possess control over management, capital and earnings.

C. Woman-Owned Business Enterprise – A United States business wherein the women member or stockholders have at least 50% ownership interest in the business and possess control over management, capital and earnings. If the business is publicly owned, the women members or stockholders must have at least 51% ownership interest in the business and possess control over management, capital and earnings.

D. Small Business Enterprise – A business that meets the definition of a minority business enterprise or women business enterprise, and in addition, meets the small business size standards of the Small Business Administration (Exhibit A).

E. Contractor – The individual, partnership, corporation, or other legal entity entering into a contract with the Regional Housing Authority.

F. Subcontractor – The individual partnership, corporation or other legal entity entering into a contract with the contractor to perform a portion of the work.

III. GOALS

The Minority and Women-Owned Business Enterprise Utilization Plan establishes the following goals; these goals are annual and represent percentages of the dollar value of contracting and procurement activities:

A. A goal of 20% of the contract amount for the participation of minority business enterprises in the Regional Housing Authority construction, supply and services contracted. 50% of the Minority Business Enterprises should qualify as small business enterprises.

B. A goal of 5% of the contract amount for the participation of women-owned business enterprises in the Regional Housing Authority construction, supply and services contracted.

1. 50% of the women-owned business enterprises should qualify as small business enterprises.

2. A business owned by minority women will only be counted towards fulfillment of one or the other of Minority or Women-Owned Business Enterprise goals.

IV. PROGRAM

The Regional Housing Authority shall require that contractors bidding on contracts abide by the provisions of the Minority and Women-Owned Enterprise Utilization Plan and make every effort to obtain minority and women-owned business enterprise participation. Failure to provide the information referenced in the various sections of this plan will result in a determination by the Regional Housing Authority that the contractor is not a responsible bidder. It is the intention of the Regional Housing Authority to award construction contracts to the lowest responsible bidder who has achieved, or made a good faith effort to achieve, the goals for minority and women-owned business enterprise participation.

In order to achieve the goals for minority and women owned-business enterprise utilization participation, the contractor may award a portion(s) of the contract to bona fide minority or women-owned firms, minority or women owner/operated equipment, minority or women suppliers or prefabricators and minority of women brokers. A minority of women owned business enterprises will be considered bona fide if the minority or women group members' ownership interests are real and continuing, and not created solely to meet the Regional Housing Authority goals for minority and women owned business enterprise utilization participation. The minority or women owned business enterprise must perform work or provide services and/or supplies and not merely act as a passive agent. Where a minority or women-owned business enterprise acts as a broker or agent, only the commission or fee earned may be counted towards the contractor's goals. This commission or fee will not be counted if the minority or women-owned business enterprise performs no substantive service.

In the event the Regional Housing Authority has reason to question the ownership of a minority or women-owned business enterprise, the burden of proof is on the claimant and/or contractor to provide documentation to substantiate the minority or women ownership of the business. The Regional Housing Authority will not automatically accept the determination of another agency in this matter.

V. BID PROCESS

The Regional Housing Authority as well as contractors shall notify minority and women-owned contractor associates and business development centers of their intention to solicit minority and women-owned business enterprise participation at least two week prior to the bid opening. Such notification shall be by documented personal invitation. Contractors shall also seek out minority or women-owned subcontractors by making positions and opportunities known to the news media servicing minority and women-owned contractors and subcontractors.

So as to afford minority and women suppliers and prefabricators an opportunity to participate in the work, contractors shall notify minority and women supplier associates or clearinghouses of their supply or prefabrication needs at least two weeks prior to the bid opening. Such notification shall be by documented personal invitation.

A. Bid Opening – In addition to any other documents required by the bid specifications, the contractor shall submit a List of Subcontractors (Exhibit C) and evidence of minority or women-owned business certification, for prime as well as subcontractors.

B. Pre-Award Requirements – The apparent low bidder will be required to submit, for purpose of Minority and Women-Owned Enterprise Utilization Plan compliance determination, a complete list of subcontractors, suppliers, truckers, owner-operated equipment and services to be used on the project. This list should include name, address, telephone number, trade, contact person(s), and the total dollar amount of the subcontract. The contractor shall also indicate the businesses claiming to be owned by minorities or women.

Minority or women business enterprises that have not been certified as such shall submit the Minority and Women-Owned Business Enterprise Eligibility questionnaire (Exhibit B).

C. IF THE CONTRACTOR HAS NOT ACHIEVED THE GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION, THE REGIONAL HOUSING AUTHORITY SHALL DETERMINE WHETHER THE CONTRACTOR MADE A GOOD FAITH EFFORT TO ACHIEVE THE GOALS, THIS WILL BE DONE BY REVIEWING THE DOCUMENTATION SUBMITTED BY THE CONTRACTOR.

Good faith documentation submitted by the contractor shall include, but not be restricted to, the following:

1. Report of responses, proposals, and bids received from minority and women-owned businesses. This report shall indicate the action taken by contractor in response to the proposals and/or bids received from minority and women-owned businesses. In cases where proposals and/or bids have been rejected by the contractor, the reason(s) for rejection shall be indicated.

2. Documented contracts with minority and women-owned firms, minority and women contractors associations, minority and women business development centers, or any other related agency that disseminates bid information to women and minority-owned business enterprises.

3. Copy of letters sent to groups in #2 above notifying them of the contractor's intent to solicit minority and women business enterprise participation.

4. Documentation of efforts undertaken to encourage subcontractors to obtain minority and women business enterprise participation.

5. Documentation of methods used in soliciting bids from minority and women subcontractors and suppliers such as, but not limited to, advertisements in the builder's and contractor's exchanges, minority and women trade association publications, local minority newspapers, or other applicable daily or weekly newspapers or trade journals or other media.

6. Documented contacts with minority and women brokers or agents and minority and women owner/operators of equipment.

7. Documentation of any other effort undertaken by the contractor to encourage minority and women business enterprise participation.

D. Pre-Construction Requirements – Upon request, the contractor shall provide a copy of all subcontractor agreements or other verification of the total amount to be paid to each contractor.

VI. PROTEST PROCEDURE

In the event a determination is made by the staff of the Housing Authority that the apparent low bidder has not made a good faith effort to achieve the minority and women- owned business enterprise participation goals, said party shall have the right to protest such determination before the Housing Authority's Board of Commissioners. The Housing Authority shall notify said party by certified or registered mail of the date when the Board of Commissioners will consider the rejection of the bid of the apparent low bidder and also hear and consider the protest. If the Commissioners or the Housing Authority sustains the determination that a good faith effort was not made, the Housing Authority Board of Commissioners shall award the contract to the lowest responsible bidder.

VII. PROGRAM REVIEW

The minority and women-owned business enterprise utilization plan will be annually reviewed by the Executive Director of the Housing Authority. Changes in the plan that are required to effectively administer the plan may be made by the Executive Director of the Housing Authority. Records pertaining to all contracting and related HUD-funded activities, including all minority and women-owned business enterprise utilization plan contracts will be kept for three (3) consecutive years on file at the Housing Authority's administration office at 1455 Butte House Road, Yuba City, CA 95993.

EXHIBIT A

SMALL BUSINESS SIZE STANDARDS OF SBA

1. GENERAL. Unless otherwise specifically stated in one of the following tables, a business is considered small if its average annual receipts for the last 3 fiscal years do not exceed $2 million.
2. CONSTRUCTION. Small if its average annual receipts for the last 3 fiscal years do not exceed $36.5 million.
3. ENGINEERING SERVICE. Small if average annual receipts for preceding 3 fiscal years do not exceed $15 million.
4. TRUCKING-CAR AND TRUCK RENTAL. If annual receipts, NOT THE AVERAGE OF 3 YEARS, do not exceed $38.5 million.

TRADE	*Annual Receipts in Millions*
CONSTRUCTION – Special Trade Contractors:	
Carpentering and Flooring	$ 15.0
Concrete Work	$ 15.0
Electrical	$ 15.0
Excavating and Foundation Work	$ 15.0
Floor Laying and Other Floor Work	$ 15.0
Glass and Glazing Work	$ 15.0
Installation and Erection of Building Equipment	$ 15.0
Masonry, Stone Setting & Other Stone Work, Painting, Paperhanging & Decorating	$ 15.0
Plastering, Drywall, Acoustical & Insulation Work	$ 15.0
Plumbing, Heating (except electrical) & Air Conditioning	$ 15.0
Roofing & Sheet Metal Work	$ 15.0
Special Trade Contractors Not Elsewhere Classified	$ 15.0
Structural Steel Erection	$ 15.0
Terrazzo, Tile, Marble & Mosaic Work	$ 15.0
Water Well Drilling	$ 15.0
Wrecking & Demolition Work	$ 15,0

TRADE	*Average Annual Receipts for Previous 3 Years in Millions, Not to Exceed*
Base Maintenance	$ 15.0
Cleaning & Dyeing (including rug cleaning services)	$ 5.5
Computer Maintenance Services	$ 27.5
Computer Programming Services	$ 27.5
Construction (prime contractors)	$ 36.5
Data Processing Services	$ 27.5
Dredging (at least 40% yardage advertised in plans or specs; or 40% must be done with equipment not owned by dredging concerns)	$ 27.5
Engineering Services	$ 38.5
Food Services	$ 38.5
Janitorial & Custodial Services	$ 18.0
Laundry Services (includes linen supply, diaper services, industrial laundering)	$ 32.5
Motorcar Rental & Leasing Services (includes truck rental & leasing services)	$ 38.5
Services – General (any services not specifically defined in SBA regulations)	$ 11.0

NOTE: If a business has affiliates, it is small if it is: 1) Independently owned and operated, 2) Not dominant in its field.

EXHIBIT B

MINORITY AND WOMEN BUSINESS ENTERPRISE ELIGIBILITY QUESTIONNAIRE

1. Name of Firm: _____

2. Address of Firm: _____

   City: _____ State: _____ Zip Code: _____

3. Phone Number of Firm: _____

4. Indicate whether firm is sole proprietorship, partnership, joint venture, corporation or other business entity (please specify): _____

   _____

   _____

5. Nature of Firm's Business: _____

6. Years firm has been in business under present address: _____

7. Ownership of Firm: Identify those who own 5% or more of the firm's ownership. Columns E & F need to be filled out only if the firm is less than 100% minority owned.

A NAME	B RACE	C SEX	D YEARS OF OWNERSHIP	E OWNERSHIP PERCENTAGE	F VOTING PERCENTAGE

With firms less than 100% minority of women or women ownership, list the contributions of money, equipment, real estate or expertise of each of the owners.

8. Control of Firm: Identify by name, race, sex and title in the firm those individuals (including owners and non-owners) who are responsible for day-to-day management

and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions: _____

_____

_____

b. Management decisions, such as:

1) Estimating _____

2) Marketing and sales _____

3) Hiring and firing of management personnel _____

_____

4) Purchases of major items or supplies _____

_____

c. Supervision of field operations _____

_____

9. For each person listed in answers to question #8, provide a brief summary of the person's experience and number of years with the firm. Indicate the person's qualifications for the responsibilities given to him/her.

10. Describe or attach a copy of any stock options or other ownership options that are outstanding, and any agreements between owners or between owners and third parties that restrict ownership or control of minority or women owners.

11. Identify any owner (see #7) or management official (see #8) of the named firm who is or has been an employee of another firm that has an ownership interest in or a present business relationship with the named firm. Present business relationships, include shared space, equipment, financing, or employees as well as both firms having some of the same owners.

12. What are the gross receipts of the firm for each of the last 3 years:
Year ending _____ $_____
Year ending _____ $_____
Year ending _____ $_____

13. Name of bonding company, if any: _____
Bonding limit: _____
Source of letters of credit, if any: _____

14. Are you authorized to do business in the state as well as locally, including all necessary business licenses? _____

15. Indicate if this firm or other firms with any of the same officers have previously received or been denied certification or participation as a MBE or WBE and describe the circumstances. Indicate the name of the certifying authority and the date of such certification or denial.

_____

_____

AFFIDAVIT

The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of

_____
(Name of Firm)

as well as the ownership thereof. Furthermore, the undersigned agrees to provide through the prime contractor or, if no prime, directly to the grantee current, complete and accurate information regarding actual work performed on the project, the payment therefore and any proposed changes, if any, of the foregoing arrangements and to permit the audit and examination of books, records and files of the named firm. Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under Federal or State laws concerning false statements.

NOTE: If, after filing this Schedule A and before the work of this firm is completed on the contract covered by this regulation, there is any significant change in the information submitted, you must inform the grantee of the change through the prime contractor or, if no prime, inform the grantee directly.

Signature: _____
Name: _____
Title: _____
Date: _____ State of _____ County of _____

On this_____ day of _____, _____, before me appeared (Name) _____ _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ _____ to execute the affidavit and did so at his/her free act and deed.

(Seal)

Notary Public _____

Commission Expires _____

LIST OF SUBCONTRACTORS

EXHIBIT C

Prime Contractor: _____
(Name)

_____
(Address)

Date Form Completed: _____

Contract Name & Number: _____

TRADE	NAME OF SUBCONTRACTOR	ADDRESS & PHONE	SUBCONTRACTOR CONTRACT AMOUNT	Minority * or Women (Yes or No)

* Identify by race and/or ethnicity

Minority and Women Suppliers

Name of Supplier	Address & Phone #

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EXECUTIVE ORDER
NO. 11625

October 14, 1971, 36 F.R. 19967

PRESCRIBING ADDITIONAL ARRANGEMENTS FOR DEVELOPING AND COORDINATING A NATIONAL PROGRAM FOR MINORITY BUSINESS ENTERPRISE

The opportunity for full participation in our free enterprise system by socially and economically disadvantaged persons is essential if we are to obtain social and economic justice for such persons and improve the functioning of our national economy.

The Office of Minority Business Enterprise, established in 1969, greatly facilitated the strengthening and expansion of our minority enterprise program. In order to take full advantage of resources and opportunities in the minority enterprise field, we now must build on this foundation. One important way of improving our efforts is by clarifying the authority of the Secretary of Commerce (a) to implement Federal policy in support of the minority business enterprise program; (b) provide additional technical and management assistance to disadvantaged business; (c) to assist in demonstration projects; and (d) to coordinate the participation of all Federal departments and agencies in an increased minority enterprise effort.

NOW, THEREFORE, by virtue of the authority vested in me as President of the United States, it is ordered as follows:

Section 1. Functions of the Secretary of Commerce. (a) The Secretary of Commerce (hereinafter referred to as "the Secretary") shall –

(1) Coordinate as consistent with law the plans, programs, and operations of the Federal Government that affect or may contribute to the establishment, preservation, and strengthening of minority business enterprise.

(2) Promote the mobilization of activities and resources in State and local governments, businesses and trade associations, universities, foundations, professional organizations, and volunteer and other groups towards the growth of minority business enterprises, and facilitate the coordination of the efforts of these groups with those of Federal departments and agencies.

(3) Establishing a center for the development, collection, summarization, and dissemination of information that will be helpful to persons and organizations throughout the Nation in undertaking or promoting the establishment and successful operation of minority business enterprise.

(4) Within constrains of law and appropriations therefore, and according to his/her discretion, provide financial assistance to public and private organizations so that they may render technical and management assistance to minority business enterprises, and defray all or part of the costs of pilot or demonstration projects conducted by public or private agencies or organizations
that are designed to overcome the special problems of minority business enterprises or otherwise to further the purposes of this order.

(b) The Secretary, as he/she deems necessary or appropriate to enable him/her to better fulfill the responsibilities vested in him/her by subsection (a). may –

(1) With the participation of other Federal departments and agencies as appropriate, develop comprehensive plans and specific program goals for the minority enterprise program; establish regular performance monitoring and reporting systems to assure that goals are being achieved; and evaluate the impact of Federal support in achieving the objectives established by this order.

(2) Require a coordinated review of all proposed Federal training and technical assistance activities in direct support of the minority enterprise program to secure consistence with program goals and to avoid duplication.

(3) Convene, for purposes of coordination, meetings of the heads of such departments and agencies, or their designees, whose programs and activities may affect or contribute to the purposes of this order.

(4) Convene business leaders, educators, and other representatives of the private sector who are engaged in assisting the development of minority business enterprise or who could contribute to its development, for private activities in furtherance of the objectives of this order.

(5) Confer with and advise officials of State and local governments.

(6) Provide the managerial and organizational framework through which joint or collaborative undertakings with Federal departments or agencies or private organizations can be planned and implemented.

(7) Recommend appropriate legislative or executive actions.

Section 2. Advisory Council for Minority Enterprise. (a) the Advisory Council for Minority Enterprise (hereinafter referred to as "the Council"), established by Executive Order No. 11468 of March 5, 1969 shall continue in existence under the terms of this order.

(b) The Council shall be composed of members appointed by the President from among persons, including members of minority groups and representatives from minority business enterprises, who are knowledgeable to this field and who are dedicated to the purpose of this order. The members shall serve for a term of two (2) years and may be reappointed.

(c) The President shall designate one of the members of the Council as the Chairman of the Council.

(d) The Council shall meet at the call of the Secretary.

(e) The Council shall be advisory to the Secretary in which capacity it shall –

(1) Serve as a source of knowledge and information on developments in different fields and segments of our economic and social life that affect minority business enterprise.

(2) Keep abreast of plans, programs, and activities in the public and private sectors that relate to minority business enterprise, and advise the Secretary on any measures to better achieve the objectives of this order.

(3) Consider, and advise the Secretary, and such officials as he/she may designate, on problems and matters referred to the Council.

(f) For the purpose of Executive Order No. 11007 of February 26, 1962, the Council shall be deemed to have been formed by the Secretary.

(g) Members of the Council shall be entitled to receive travel and expenses, including per diem in lieu of subsistence, as authorized by law (Sect. U.S.C. 5701-5708) for persons in the Government service employed intermittently.

(h) The Secretary shall arrange for administrative support of the Council to the extent necessary, including use of any gifts or bequests accepted by the Department of Commerce pursuant to law.

Section 3. Responsibilities of Other Federal Departments and Agencies. (a) The head of each Federal department and agency, or a representative designed by him/her, when and in the manner so requested by the Secretary, shall furnish information, assistance, and reports to, and shall otherwise cooperate with, the Secretary in the performance of his/her functions hereunder.

(b) The head of each Federal department or agency shall, when so requested by the Secretary, designate his/her Under Secretary or such other similar official to have primary and continuing responsibility for the participation and cooperation of that department or agency in matters concerning minority business enterprise.

(c) The officials designated under the preceding paragraph, when so requested, shall review and report to the Secretary upon the policies and programs of the minority business enterprise program, and shall keep the Secretary informed of all proposed budgets, plans and programs of his/her department or agency affecting minority business enterprise.

(d) The head of each Federal department or agency, or a representative designated by him/her, shall, to the extent provided under regulations issued by the Secretary after consultation with the official designated in paragraph (b) above, report to the Secretary on any activity that falls within the scope of the minority business enterprise program as defined herein and in those regulations.

(e) Each Federal department or agency shall, within constraints of law and appropriations therefore, continue all current efforts to foster and promote minority business enterprises and to support the program herein set forth, and shall cooperate with the Secretary of Commerce in increasing the total Federal effort.

Section 4. Reports. The Secretary shall, not later than one hundred and twenty (120) days after the close of each fiscal year, submit to the President a full report of his/her activities hereunder during the previous fiscal year. Further, the Secretary shall, from time-to-time, submit to the President his/her recommendations for legislation or other action as he/she deems desirable to promote the purposes of this order. Each Federal department or agency shall report to the Secretary as hereinabove provided on a timely basis so that he Secretary may consider such reports for his/her report and recommendations to the President. Each Federal department or agency shall develop and implement systematic data collection processes that will provide to the Office of Minority Business Enterprise Information Center current data helpful in evaluating and promotion the efforts herein described.

Section 5 Policies and Standards. The Secretary may establish such policies, standards, definitions, criteria, and procedures to govern the implementations, interpretation, and application of this order, and generally perform such functions and take such steps as he/she may deem to be necessary or appropriate to achieve the purposes and carry out the provisions hereof.

Section 6. Definitions. For the purposes of this order, the following definitions shall apply:

(a) "Minority business enterprise" means a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar causes. Such persons include, but are not limited to, Negroes, Puerto Ricans, Spanish-speaking Americans, American Indians, Eskimos, and Aleuts.

(b) "State" means the States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the territories and possessions of the United States, and the Trust Territory of the Pacific Islands.

Section 7. Construction. Nothing in this order shall be construed as subjecting any function vested in, or assigned pursuant to law to, any Federal department or agency or head thereof to the authority of any other agency or office exclusively, or as abrogating or restricting any such function in any manner.

Section 8. Prior Executive Order. Executive Order No. 11458 of March 6, 1969, is hereby superceded.

RICHARD NIXON,

THE WHITE HOUSE
October 13, 1971

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Controlling Participant of Covered Projects *(See instructions)* Reason for submission:		**For HUD HQ/FmHA use only**	
1. Agency name and City where the application is filed		**2.** Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount $	**4.** Number of Units or Beds	**5.** Section of Act	**6.** Type of Project (check one) Existing Rehabilitation Proposed (New)

7. List all proposed Controlling Participants and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	**8 Role of Each Principal in Project**	**9. SSN or IRS Employer Number**

Certifications: The controlling participants(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The controlling participants(s) further certify that to the best of their knowledge and belief:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:

a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
e. The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
f. The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
g. The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;

3. All the names of the controlling participants who propose to participate in this project are listed above.
4. None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Controlling Participant	**Signature of Controlling Participant**	**Certification Date (mm/dd/yyyy)**	**Area Code and Tel. No.**
This form prepared by (print name)		**Area Code and Tel. No.**	

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "**No previous participation, First Experience**".

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3.List Participants' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5.Was the Project ever in default during your participation Yes	No	If yes, explain	6. Last MOR rating and Physical Insp. Score and date
				☐	☐		

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	☐ A. No adverse information; form HUD-2530 approval recommended.	☐ C. Disclosure or Certification problem
Staff	Processing and Control	☐ B. Name match in system	☐ D. Other (attach memorandum)

Signature of authorized reviewer	Signature of authorized reviewer	Approved ☐ Yes ☐ No	Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. part 200, subpart H, can be obtained on-line at www.gpo.gov and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

Purpose: This form provides HUD with a certified report of all previous participation in HUD programs by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all controlling participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR 200.212, and as further clarified by the Processing Guide referenced in 24 CFR 200.210(b) and made available on the HUD website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR 200.214 and for the Triggering Events listed at 24 CFR 200.218.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR 200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

Specific Line Instructions are set forth in the Processing Guide.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

LIST OF SUBCONTRACTORS

LIST OF SUBCONTRACTORS PERFORMING WORK OR LABOR OR RENDERING SERVICES IN EXCESS OF ONE-HALF OF ONE PERCENT OF THE PRIME CONTRACTOR'S TOTAL BID.

	Name and Address	Work to be Performed	License #, Classification & DIR Registration #	E-Mail & Phone #
1				
2				
3				
4				
5				
6				
7				

	Name and Address	Work to be Performed	License #, Classification & DIR Registration #		E-Mail & Phone #
8					
9					
10					
11					
12					
13					
14					

SECTION 3 ASSURANCE

This form must be completed and submitted with bid package.

I. The undersigned _____, as an official representative
(Representative)
of _____ agree to comply with Section 3 requirements for
(Contractor)
_____. It is understood that failure to comply
(Project)
may result in the following sanctions: cancellation, termination, or suspension in whole or in part of this contract.

II. 1. How many positions will be needed on this project?_____
Occupational Categories: Provide Detail in Attachment A)

_____ _____
_____ _____
_____ _____

2. How many of these positions will be filled by your regular, permanent employees? _____

3. How many positions are projected to be filled by low income area residents?____
_____
Occupational Categories: (Provide Detail in Attachment A)

_____ _____
_____ _____
_____ _____

4. How many subcontractors will be utilized for this project? _____

5. Of these subcontractors, how many are Section 3 subcontractors?_____
(Provide a copy of a completed Section 3 Business Certification from every subcontractor that a proposal was solicited from. Identify selected sub-contractors on Attachment B.)

6. How many businesses/suppliers will be utilized? _____

7. Of these, how many are Section 3 businesses/suppliers?_____
(Provide Detail in Attachment B)

Authorized Signature: _____Date: _____

SECTION 3 **ATTACHMENT A**

ESTIMATED PROJECT WORK FORCE BREAKDOWN

JOB CATEGORY	TOTAL ESTIMATED POSITIONS NEEDED FOR PROJECT	NO. POSITIONS OCCUPIED BY PERMANENT EMPLOYEES	NUMBER OF POSITIONS NOT OCCUPIED	NUMBER OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS
Supervisor				
Professional				
Technical				
Office/Clerical				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				

Section 3 Resident

Individual residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area or the County if not within a MSA in which the Section 3 covered project is located. See attached income schedule.

NOTE: This document must be submitted with bid documents.

_____
Company

_____
Project Name

_____
Project Number

_____
Person Completing Form

Date:_____

SECTION 3 **ATTACHMENT B**

Section 3 of the Housing and Urban Development Act of 1968

PROPOSED CONTRACTS/SUBCONTRACT BREAKDOWN

TYPE OF CONTRACT(Business or Professional)	TOTAL NUMBER	TOTAL APPROX. DOLLAR AMOUNT	ESTIMATED NO. OF CONTRACT-SECTION 3 BUSINESSES	ESTIMATED DOLLAR AMOUNT-SECTION 3 BUSINESSES

Company: _____

Project Name: _____

Project Number: _____

Person Completing Form: _____

Date: _____

****NOTE:** This document is to be submitted by the contractor with bid documents.

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CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

TO: Regional Housing Authority

SUBJECT: New Maintenance Building

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less then $10,000 and not more than $100,000 for each failure.

_____ _____

Date Signature

(BLANK PAGE)

CONTRACT REQUIREMENTS

Standard Form of Agreement Between Owner and Contractor

THIS AGREEMENT, made by and between:

Owner: Regional Housing Authority
1455 Butte House Road
Yuba City, CA 95993

Contractor:

Project: New Maintenance Building
384 Miles Ave.
Yuba City, CA 95991

WITNESS THAT:

The Contractor and Regional Housing Authority, here after identified as the Authority, for the consideration stated herein, agree as follows:

ARTICLE 1. Statement of Work:

The Contractor shall furnish all labor and materials and perform all work required in strict accordance with the Contract Documents and Specifications, including addenda, if any, hereto, all of which are made a part hereof.

ARTICLE 2. The Contract Price:

The Authority shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in the total amount of:

_____($_____)

The Contract Price shall be paid to the Contractor pursuant to the General Conditions, Paragraph I entitled "Payment to Contractor".

ARTICLE 3.

A. COMMENCE DATE AND TIME OF COMPLETION
The Contractor shall commence work under this Contract within fourteen (14) calendar

days of receipt from the Housing Authority of written notice to proceed and shall fully complete all work within 90 consecutive calendar days after commencement of work. In no event shall the Contractor perform any work under this Contract or place any materials upon site of said work prior to receipt of said written notice to proceed.

B. EXTENSIONS OF TIME

Extensions of time shall be granted to the Contractor for delays in the completion of the work caused by Acts of God or the public enemy, Act of the State, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, shortages of materials, labor, fixtures or equipment (provided that the Contractor furnished satisfactory and acceptable proof that he/she has made diligent attempts to obtain same) and severe abnormal weather, or delays of subcontractors due to such causes, provided that the cause of any delay or the effect on completion shall not be due to the Contractor's fault, negligence or control, and provided that the Contractor shall notify the Authority in writing of the causes of delay at the time they occur, but not later than two (2) days after the initial occurrence of any cause of delay. The Authority shall promptly ascertain the facts and extent of the delay. Any extensions shall be limited to the actual effect of the excusable cause of delay on completion. If the work is not completed by the date specified in the Notice to Proceed, or extension thereof granted by the Owner, the Contractor shall pay to the Owner liquidated damages in the sum of fifty dollars ($50.00) for each calendar day of the delay. Any sums that may be due the Owner as liquidated damages may be deducted from any monies due or to become due the Contractor under the contract, or may be collected from the Contractor's Surety.

ARTICLE 4. Materials and Workmanship:

Unless otherwise specifically provided for in the Contract Documents, all workmanship covered by the Contract is to be of the best grade of its respective kind for the purpose. The Authority may require the Contractor to remove from the work such employees as it deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Authority to be contrary to the public interest.

ARTICLE 5. Licenses:

The Contractor shall obtain and maintain at his/her own expense all necessary licenses required to do said work.

ARTICLE 6. Termination of Contract:

A. The Authority may, because of breach of the Contract by the Contractor, terminate this Contract at any time by a notice in writing from the Authority to the Contractor. Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims that the Authority may have against the Contractor. Upon receipt of such notice, the Contractor shall, unless the

notice directs otherwise, immediately discontinue all work and the placing of all orders for labor, materials, facilities, and supplies in connection with the performance of this Contract, and shall proceed to cancel promptly all existing orders and terminate all subcontractors insofar as such orders and/or subcontractors are chargeable to this Contract.

B. Upon termination of this Contract for breach of the Contract by the Contractor, the Contract price shall be reduced by the amount of any and all claims which the Authority may have against the Contractor for damages incurred by Authority as a result of the breach of the Contract, including the cost to Authority to have the work remaining under the Contract completed by another contractor or through Authority personnel. Such damage shall also include any reasonable attorney's fees and other costs incurred by Authority in effecting the termination of the Contract or completion of the performance of the Contract work. Any Contract funds remaining, including amounts retained from progress payments, or other amounts otherwise earned by the Contractor but not yet paid by Authority on the date of the termination, may be applied by Authority to the damages that it incurred as a result of the Contractor's breach. The balance remaining, if any, after full completion of the Contract work shall be payable to the Contractor. If Contract funds as indicated above are insufficient, the Contractor and its sureties shall be liable for any unpaid balances.

C. In the event that at any time it becomes necessary for the Authority to terminate this Contract for its own convenience because of cessation of operations for which work under this Contract is required by operation of law or otherwise, or because of any change in the operation of Authority which may render the work under this Contract no longer necessary or advisable, the Authority many for its own convenience and for any such reason terminate this Contract at any time by notice in writing as provided in subparagraph (A) above and upon receipt of such notice the Contractor shall proceed in the same manner as provided in subparagraph (A) above for termination by the fault of the Contractor.

Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims that the Authority may have against the Contractor. Payment to the Contractor in the event of termination for convenience shall be limited to that portion of the Contract price which the amount of work actually completed by the Contractor bears to the total amount of work required to be performed by the Contractor under the provisions of this Contract.

D. Prior to final settlement upon termination of this Contract, the Contractor shall furnish separate releases of all claims, signed by Contractor, all subcontractors, vendors and suppliers against the Authority arising under and by virtue of this Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein.

ARTICLE 7. Performance of Work Provisions:

The PHA shall make progress payments approximately every 40 days as the work proceeds, on estimates of work accomplished which meets the standards of quality as approved by the Contracting Officer. The PHA shall retain five (5) percent of the amount of progress payments until completion and acceptance of all work under the contract for a period of 35 days after the recording of a Notice of Completion and the Contractor furnishes a Section VIII, Certifying Payments of Prevailing Wage Rates, and the Authority shall be under no obligation to make its final payment until such time as said Certificate of Payments has been received and the Authority satisfied that the Contractor has complied with such provisions.

ARTICLE 8. Contract Documents:

The Contract Documents consist of the following:

SEE "BID REQUIREMENTS, CONTRACT REQUIREMENTS & SPECIFICATIONS"

together with all modifications, certifications and addenda included in or attached to these documents before their execution. All Contract Documents are complimentary so that work or agreements called in one and not mentioned in another are to be executed as though mentioned in all, and each and every difference of opinion respecting the same shall be finally determined by the Regional Housing Authority. This instrument, together with the documents enumerated in this Article 8 form the Contract and they are as fully a part of the Contract as if attached hereto or herein repeated.

In the event that any provision in any of the component parts of the Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in Article 8 shall govern, except as otherwise specifically stated.

ARTICLE 9. Waivers:

A waiver of any of the conditions or provisions of the entire Contract between the parties hereto shall not be considered or deemed to be a waiver of any other condition or provision of said Contract.

ARTICLE 10. Severability:

If any term, condition, or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on the Contractor and the Authority.

ARTICLE 11. Attorneys Fees and Costs

If legal proceedings or arbitration is commenced to enforce or construe the terms of this Contract, or to sue for damages, the prevailing party in said legal proceedings or arbitration shall be entitled to receive reasonable attorneys fees and costs as determined by the judge or arbitrator in said legal proceedings or arbitration.

ARTICLE 12. Insurance

Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and listing the Housing Authority as a loss payee in the event of a claim.

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $ 1,000,000 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than $ 1,000,000 per occurrence.

ARTICLE 13. Indemnification

To the fullest extent of the law and to the extent claims, damages, losses or Expenses are not covered by the Contractor's General Liability insurance, the

Contractor shall indemnify and hold harmless the Owner (Agency), Architect, Architect's consultants, and their officers, agents and employees of any of them from and against claims, damages, losses, expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions or wrongful misconduct, of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The Contractor further agrees to defend and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses arising therefrom or incurred in connection therewith; and if any judgement be rendered against Owner or any other individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

IN WITNESS WHEREOF, the parties have executed this Contract, in two original counterparts, this _____ day of _____, 2018

REGIONAL HOUSING AUTHORITY

By: _____
Gustavo Becerra
Executive Director

CONTRACTOR:

_____
Company Name

By: _____

Title: _____

_____
WITNESS

BLANK PAGE

PERFORMANCE BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS: That we

_____ a _____
(Name of Contractor) (Corporation, Partnership or Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____

hereinafter called the "Surety", are held and firmly bound into

_____ of _____,
(Owner) (City and State)

hereinafter called "Owner", in the penal sum of

_____DOLLARS

($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves. our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he/she shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

_____
(Principal)

_____
(Principal) Secretary

By:_____(S)

(SEAL)

_____
(Address)

_____
(City, State, Zip)

_____
(Witness as to Principal)

_____
(Address)

_____
(City, State, Zip)

ATTEST:

_____
(Surety)

By: _____
(Attorney-in-Fact)

_____
(Address)

_____
(City, State, Zip)

_____
(Surety) Secretary

(SEAL)

_____
(Witness as to Surety)

_____
(Address)

_____
(City, State, Zip)

NOTE: Date of bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

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PAYMENT BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS:
WHEREAS, THE REGIONAL HOUSING AUTHORITY, HEREIN AFTER KNOWN AS THE "AUTHORITY" has awarded to

_____

as principal, hereinafter designated as the "Contractor", a Contract for work to supply labor, equipment, materials and related services to construct a new metal building at the maintenance yard, 384 Miles Ave, Yuba City, CA 95991 as appears in said Contract Documents and Specifications adopted therefore; and

WHEREAS, said Contractor is required by the provisions of said Contract Documents and Specifications to furnish a payment bond in connection with said Contract, as hereinafter set forth.

NOW, THEREFORE, we the undersigned Surety, a corporation authorized to transact a surety business in the State of California, and the Contractor are held and firmly bound onto the Authority, in the sum
of _____, DOLLARS

($_____), to be paid to the Authority or its certain Attorney, its successors and assigns, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such,
That if the Contractor, his/her or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay to the persons mentioned in Sections 3110, 3111 and 3112 of the Civil Code of the State of California, or to persons furnishing provisions, provender, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor therein of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed under this Contract, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code of the State of California, with respect to such work and labor, the Surety hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay reasonable attorney fees to be fixed by the court.

This bond shall inure to the benefit of any person named in Section 3181 of the Civil Code of the State of California so as to give a right of action to such persons or their assignee in any suit brought upon this bond.
No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said Contract or in the specifications agreed to between the Contractor and the Authority, and no forbearance on the part of the Authority, shall operate to relieve any surety from liability on this bond, and consent by any such surety is hereby given, and said surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

SIGNED AND SEALED THIS _____ DAY OF _____, 20__.

_____
(Contractor)
By _____
(Principal)

_____
(Surety Company)

By _____
(Principal)

SURETY

(Power of Attorney for person signing for Surety Company, or a certified copy thereof, must be attached. Signatures of person or persons executing for the Surety must be acknowledged.)

CERTIFICATION PURSUANT TO LABOR CODE SECTION 1861

A. "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

B. "It is hereby mutually agreed that the Contractor shall forfeit to the Authority a penalty of $25.00 for each calendar day, or portion thereof, for each worker paid by him/her, or subcontractor under him/her, less than the prevailing wage so stipulated and in addition the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices."

C. "It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the Authority, $25.00 for each worker employed in the execution of the Contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week, in violation of Labor Code Sections 1810-1815, inclusive."

D. "Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8."

E. "Properly indentured apprentices may be employed in the prosecution of the work. They must be so employed by any Contractor or subcontractor employing workers in any apprenticeable craft or trade, i.e., a craft or trade determined to be an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. Special attention is directed to that portion of Labor Code Section 1777.5 that requires such a Contractor or subcontractor to obtain from the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Contract work, a certificate approving the Contractor or sub-contractor, for employment and training of apprentices in such area unless already covered by local apprenticeship

standards. Upon the issuance of the certificate, the Contractor or subcontractor, unless exempt pursuant to Section 1777.5 of the Labor Code, shall employ the number of apprentices or the ratio of apprentices to journeymen/woman fixed in the certificate. If there is in the area of the site of the work a fund or funds to administer and conduct the apprenticeship program in any apprenticeable craft or trade, to which fund or funds other contractors in said area are, but the Contractor or subcontractor is not contributing, the Contractor or subcontractor shall contribute to said fund or funds in the same amount or upon the same basis and in the same manner as the other contractors do. For willful failure to comply with Section 1777.5 of the Labor Code the Contractor shall be denied the right to bid on a public works contract for a period of one year from the date the determination is made."

Contractor's Signature: _____

Printed Name & Title of Signer: _____

_____

Date: _____

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 3/31/2020)

Applicability. This form is applicable to any construction/development contract greater than $150,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).
The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.
Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.
The information requested does not lend itself to confidentiality.
HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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1. Definitions

(a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.

(b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.

(c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.

(d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.

(e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.

(f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.

(g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.

(h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.

(j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.

(l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

(a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.

(b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [2] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.

(c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

(f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.

(g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

(h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

(a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

(b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.

(c) The Architect's duties and responsibilities may include but shall not be limited to:

(1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;

(2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;

(3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,

(4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

(a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.

(b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads;(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

(b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

(h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

(i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

(a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."

(b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

(c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

(a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) Approval of equipment and materials.

(1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

(3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

(4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

(5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

(6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

(c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

(a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

(b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:
  (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
  (2) Protect the lives, health, and safety of other persons;
  (3) Prevent damage to property, materials, supplies, and equipment; and,
  (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:
  (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
  (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

(f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.

(g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.

(h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.

(i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.

(j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

(k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

(a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contactor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of Construction

(a) Definitions. As used in this clause -

(1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.

(2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.

(3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.

(d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The PHA may conduct routine inspections of the construction site on a daily basis.

(g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.

(i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

(a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.

(b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
  (1) The Contractor's failure to conform to contract requirements; or
  (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.

(d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
  (1) Obtain all warranties that would be given in normal commercial practice;
  (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
  (3) Enforce all warranties for the benefit of the PHA.

(g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.

(i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

(j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

The Contractor shall complete all work required under this contract within 90 calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

(a) The PHA shall pay the Contractor the price as provided in this contract.

(b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.

(c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than 14 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

(e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

_____
Name:

_____
Title:

_____
Date:

(f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

(g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

(h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.

(i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

(j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

(k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) PHA-furnished facilities, equipment, materials, services, or site; or,
(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.

(2)Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3)Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

(a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.

(f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of $ 50.00 Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

(b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.

(c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $ 1,000,000 [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than $ 1,000,000 [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

(a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b)agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

(a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

(a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds $2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(a) Minimum Wages.

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

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

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

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

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

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

(b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

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

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

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

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

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

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

(i) Certification of eligibility.

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

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

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

(j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.

(k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is applicable to the contract and shall be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
  (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

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Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

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

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

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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SPECIAL CONDITIONS

Work shall include all labor, materials and equipment necessary for:

Scope of work as described in the "Specifications".

Should there be any questions regarding these specifications, please contact the Regional Housing Authority.

SCOPE

Work included: All labor, materials, equipment and apparatus for, or incidental to, executing and completing the work of improvement.

A. GENERAL REQUIREMENTS

1. Each bidder shall visit the site of the proposed work and fully acquaint him/herself with conditions and labor, so he/she may fully understand the facilities, difficulties, and restrictions attending the execution of work under the Contract.

2. Bidders shall thoroughly examine and be familiar with the Contract Documents.

3. The failure or omission of any bidder to receive or examine any form, instrument, addenda, or other document, or to visit the site and acquaint him/herself with existing conditions, will not relieve him/her from any obligation with respect to his/her bid or to the Contract.

4. Partial payments will be made as the work progresses at the end of each calendar month, or as soon as practical thereafter, on estimates made and approved by the Authority. Unless otherwise agreed upon, there will be retained five percent (5%) of the estimated amount until final completion and acceptance of all work covered by the Contract. On completion and acceptance of the Contract, the Authority will file with the County Recorder, a Notice of Completion, which will serve as formal acceptance of the job. Final payment of five percent (5%) retention will be made 35 days after the Notice of Completion is filed with the County Recorder.

5. INSUFFICIENT PERFORMANCE BY CONTRACTOR

Three-Day Notice:

If, in the opinion of the Housing Authority, the Contractor at any time during the progress of the work refuses or neglects to supply a sufficiency of materials and labor, or fails to perform any provision of this Contract, the Authority may, without prejudice to any other remedy, provide materials and labor to make good such deficiencies or complete the Contract by whatever method the Authority may deem expedient, and the cost and expense thereof shall be deducted from the Contract amount. The Authority shall first deliver or mail to the Contractor, and its surety at the last business or residence addresses on file with the Authority, a written notice giving the Contractor three (3) days to correct its deficiencies or failures to the satisfaction of the Authority.

6. The General Contractor shall furnish to the Housing Authority criminal background checks for all employees of the general contractor and all subcontractors that will be on the project site. The Housing Authority reserves the right to ban any employee of the general contractor or their subcontractors that the Housing Authority finds "objectionable".

B. COMPLIANCE

All work shall comply with all of the latest applicable laws, statutes, ordinances, regulations, and codes of any government agency having jurisdiction, including the State Fire Marshall and Division of Industrial Safety.

C. APPROVALS

The Authority shall have the right to accept or reject equipment, materials, workmanship, and tests, and determine when the Contractor has complied with the requirements herein specified.

D. LICENSES AND ROYALTIES

The Contractor shall guarantee that all licenses and royalties for use of any patented features of the system will be paid for by the Contractor before acceptance of the installation.

E. ANTITRUST CLASS ASSIGNMENT

The Contractor offers and agrees and will require all of the subcontractors and suppliers to agree to assign to the Authority all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Sec. 16700 (N) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract. The assignment made by the Contractor and all additional assignments made by subcontractors and suppliers shall be deemed to have been made and will become effective at the time the Authority tenders final payment to the Contractor without further acknowledgement or the necessity of tendering to Authority any written assignments.

F. ARBITRATION OF CLAIMS

Except as modified herein, by entering into this Contract, the parties mutually agree, pursuant to Public Contract Code Section 22201 to arbitration as the exclusive means of resolving all claims, including extensions of time, arising under or relating to this Contract. After initial determination by the Authority, unresolved disputes shall be decided by a person designated by the Authority who shall not be an agent or employee of the Authority and whose decision shall be independently reached pursuant to the procedures under Public Contract Section 10240 et. seq., and any regulations implementing that statute and this clause. The Contractor may submit recommended names for the person to be designated but the decision on the person to be selected shall be that of the Authority. In addition to the requirements of Public Contract Code Section 10240.B, the arbitrator's decision shall state the reasoning in support of the decision, including findings of fact and conclusions of law.

G. AUDITS

If the Contract exceeds Ten Thousand Dollars (10,000.00), the parties agree that to the extent required by law the Contract and all Contract records, including payroll and employee time records, shall be subject to audit for three years following final payment if funding for the Contract is from State funds.

H. RESPONSIBILITY OF UTILITIES

Except as otherwise provided, the Contractor shall be responsible for the cost of all work, expense or special precautions caused or required by the existence of utilities encountered in performing the work. The Contractor is cautioned that utilities may include water, gas, and sewer mains or laterals as well as overhead telephone and electrical service lines and when working or excavating in the vicinity of such, the Contractor shall observe any special precautions required. Warning signs, barricades, and safety devices shall be erected as necessary.

If during the course of the work the Contractor encounters utility installations which are not shown or indicated in the plans or in the special provisions, or which are found in a location substantially different from that shown or indicated, and the presence of utilities is not reasonably apparent from visual examination or inference, the Contractor shall promptly notify the Authority in writing. Where necessary for the work of the Contract, the Authority shall issue a change order to compensate the Contractor for the cost of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment at the project site necessarily idled during such work.

The Contractor shall not be assessed liquidated damages for delay in completion of the project, when the delay was caused by the failure of the Authority or the owner of the utility to remove or relocate the utility facilities.

If the Contractor fails to give the notice specified above and acts without instructions from the Authority, then the Contractor shall be liable for any or all damage to such utilities or other work of the Contract that arises from operations subsequent to discovery thereof.

I. SUBSTITUTION OF SECURITIES

On request of the Contractor, acceptable investment securities of equivalent value may be substituted for amounts retained or withheld from progress payments. The securities shall be deposited in escrow with the Authority or a bank. On satisfactory completion of the Contract work the securities and interest received shall be returned to the Contractor. Any escrow or administrative expense associated with the deposited securities shall be paid by the Contractor and may be offset by the Authority against any amounts due under the Contract and the escrow or may be paid by converting sufficient securities to cash. The securities shall be converted to cash to provide funds to meet defaults by or claims against the Contractor.

J. PREVALING WAGE LANGUAGE

The Department of Labor and the Department of Housing and Urban Development have determined that this job requires compliance with the Davis-Bacon Act and the payment of not less than the prevailing wage as determined by the Department of Labor and published in the attached wage determination. For all job classifications not listed in the attached wage determination, the successful general contractor shall, after the award of bid, but prior to the start of work involving those classifications, conduct a wage survey of at least three local subcontractors for each job classification not listed on the wage determination to be utilized in performing the work. The results of that survey shall be provided to the Housing Authority for forwarding to the Labor Standards Division of HUD. Based upon that survey, the Department of Labor shall issue a supplemental wage determination for the job to cover the additional job classifications. It shall be required that the general and all subcontractors pay not less than the prevailing wage rates as stated in the initial and supplemental wage determinations.

Any prevailing wage rate determined under State law to be prevailing with respect to an employee in any trade employed under the contract is applicable to the contract and shall be enforced whenever such prevailing wage rate exceeds: The wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a et seq.) To be prevailing in the locality with respect to such trade; an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the Department of Labor Office of Apprenticeship.

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Executive Order 11246

EEO and Affirmative Action Guidelines for Federal Contractors Regarding Race, Color, Gender, Religion, and National Origin

BASIC PROVISIONS

Since 1965, the U.S. Department of Labor's Office of Federal Contract Compliance Programs (**OFCCP**) has been committed to ensuring that Government contractors comply with the equal employment opportunity (**EEO**) and the affirmative action provisions of their contracts.

OFCCP administers and enforces Executive Order 11246, as amended, which prohibits federal contractors and federally-assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin.

The Executive Order also requires Government contractors to take affirmative action to insure that equal opportunity is provided in all aspects of their employment.

AFFIRMATIVE ACTION REQUIREMENTS

Each Government contractor with 50 or more employees and $50,000 or more in government contracts is required to develop a written affirmative action program (AAP) for each of its establishments.

A written affirmative action program helps the contractor identify and analyze potential problems in the participation and utilization of women and minorities in the contractor's workforce.

If there are problems, the contractor will specify in its AAP the specific procedures it will follow and the good faith efforts it will make to provide equal employment opportunity.

Expanded efforts in outreach, recruitment, training and other areas are some of the affirmative steps contractors can take to help members of the protected groups compete for jobs on equal footing with other applicants and employees.

ENFORCEMENT AND COMPLIANCE

Compliance Reviews

OFCCP conducts compliance reviews to investigate the employment practices of Government contractors. During a compliance review, a compliance officer examines the contractor's affirmative action program; checks personnel, payroll, and other employment records; interviews employees and company officials; and investigates virtually all aspects of employment in the company.

The investigator also checks to see whether the contractor is making special efforts to achieve equal opportunity through affirmative action. If problems are discovered,

OFCCP will recommend corrective action and suggest ways to achieve equal employment opportunity.

Complaint Investigations

Individuals may file complaints if they believe they have been discriminated against by federal contractors or subcontractors. Complaints also may be filed by organizations on behalf of the person or persons affected.

Complaints must be filed within 180 days from the date of the alleged discrimination, although filing time can be extended for a good reason.

If a complaint filed under Executive Order 11246 involves discrimination against only one person, OFCCP will normally refer it to the EEOC. Cases involving groups of people or indicating patterns of discrimination are generally investigated and resolved by OFCCP. Complaints may be filed directly with any of OFCCP's regional or district offices throughout the country, or with OFCCP in Washington, D.C.

Compliance Assistance

To help contractors understand their contractual obligations for EEO and affirmative action, OFCCP provides technical assistance. District office staff offers guidance to contractors on how to develop an affirmative program through company seminars, training programs held in conjunction with industry liaison groups, and one-on-one consultations on affirmative action practices and procedures.

Enforcing Contract Compliance

When a compliance review discloses problems, OFCCP attempts to work with the contractor, often entering into a conciliation agreement. A conciliation agreement may include back pay, job offers, seniority credit, promotions or other forms of relief for victims of discrimination. It may also involve new training programs, special recruitment efforts, or other affirmative action measures.

When conciliation efforts are unsuccessful, OFCCP refers the case to the Office of the Solicitor for enforcement through administrative enforcement proceedings. A contractor cited for violating EEO and affirmative action requirements may have a formal hearing before an administrative law judge.

If conciliation is not reached before or after the hearing, sanctions may be imposed. For example, a contractor could lose its government contracts or subcontracts or be debarred, i.e., declared ineligible for any future government contracts.

Further Information

For more information about contact compliance, filing complaints, or compliance assistance, contact any of OFCCP's regional or district offices. All offices are listed in telephone directories under U.S. Department of Labor, Employment Standards Administration, Office of Federal Contract Compliance Programs.

Executive Order 11246, As Amended

Executive Order 11246 - Equal Employment Opportunity

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I - Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A - Duties of the Secretary of Labor

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, l978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with afl provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of

this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 204 (a) The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.

(b) The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.

(c) Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to

perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.

(d) The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

(b) The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207. The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D - Sanctions and Penalties

SEC. 209. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

(1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.

(2) Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

(3) Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

(4) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

(5) After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

(6) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any non-complying contractor, until such contractor has satisfied the Secretary of Labor

that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p 230]

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee there under, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations there under, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302."Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

(b) In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

(c) In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued there under.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, l978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment

Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

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STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)
41 CFR 60-4.3(a)

1. As used in these specifications:

   a) "Covered area" means the geographical area described in the solicitation from which the contract resulted;

   b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegated authority;

   c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d) "Minorities" includes:

      1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

      3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent, or the Pacific Island); and

      4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor or Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice that contains the applicable goals for minority and female participation and that is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades that have unions participating in the Plan.

   Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's failure to make good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has collective bargaining agreements, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve

maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor, where possible, will assign two or more women to each construction project.

   The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.

c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicants and minority or female referrals from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by a Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e) Develop on-the-job training opportunities and/or participating in training programs for the area that expressly includes minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department

of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

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

h) Disseminate the Contractor's EEO policy externally by including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

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

j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Contractor's work force.

k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

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

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

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

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

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

8. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minorities and non-minorities. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

9. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

10. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

11. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the office of the Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

12. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 or these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

14. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hire of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

THE EQUAL OPPORTUNITY CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, that is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. In the event of the contractor's noncompliance with the discrimination clause of this contract or with any of the said rules, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government

contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

5. The contractor will include the portion of the sentence immediately preceding paragraph 1. and the provisions of paragraphs 1. through 5. in every subcontract or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work; provided, that if the applicant so participating in a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally-assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(33 FR 7804, May 28, 1968, as amended at 34 FR 744, January 17, 1969; 40 FR 14083, March 28, 1975)

SECTION 3 OF THE HUD ACT OF 1968

Under the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, the Housing Authority shall require that, to the greatest extent feasible, opportunities for training and employment be given to lower income persons residing within the unit of the local government.

Under Executive Order 11246, as amended, the Housing Authority shall advise all contractors entering into construction related contracts over $25,000 to document affirmative actions taken to ensure equal opportunity in employment. As part of its normal contract administration, the Housing Authority is responsible for determining compliance with the EEO clause.

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SECTION 3 CLAUSE

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

A. The work to be performed under this contract is subject to Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties of this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D, The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but

before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Non compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Regional Housing Authority
SECTION 3 REQUIREMENTS

1. Affirmative Action Plan for Small Business

Prior to commencement of work, each Contractor and Subcontractor, regardless of tier for a Section 3 covered project, must provide the Regional Housing Authority with an affirmative action plan for subcontractors that explains the contractor's "good faith" effort to obtain subcontractors that are small business concerns located in the Section 3 covered project area or owned in substantial part by Section 3 covered project area residents. The affirmative action plan for small business concerns must include the following information:

A) The approximate dollar value of all contracts awarded to all businesses within each category (type or profession) over the duration of the Section 3 project including the name of each business to which the contracts are awarded (form SEC3-1 page1).

B) An outline of the "good faith" effort to obtain subcontractors that are Section 3 covered firms. As a minimum "good faith" effort, the Contractor (or Subcontractor) shall submit the names of all small business concerns from whom bids are requested and who were not accepted as subcontractors. (Form SEC3-1 page 2).

2. Affirmative Action Plan for Lower Income Development Area Residents

To ensure that each Contractor or Subcontractor utilize to the greatest extent feasible, lower income Development area residents as employees and as trainees, the federal government requires that each Contractor and Subcontractor, regardless of tier, submit to the Housing Authority an affirmative action plan for the employees and trainees, which must include the following information:

A) A list of the positions in the various occupational categories including skilled, semiskilled and unskilled labor needed to perform each phase of the project (form SEC3-2 page1);

B) An indication, on the above list, of the positions that are currently occupied by regular permanent employees and the positions that are not currently occupied by regular permanent employees;

C) An indication, on the above list, of a goal for the positions not currently occupied to be filled by lower income residents of the Section 3 covered project area;

D) A designation of the minimum number of trainees (apprentices) (State Labor Code 1777.5 and 29 CFR Part 5(a), 1 to 5) for each occupation and a goal for filling the unfilled trainee positions with Section 3 covered project area residents; and

E) An outline of the "good faith" effort to be undertaken to fill all vacant positions identified above with Lower Income residents of the Section 3 covered project area. (Form SEC3-2 page 2)

The Contractor and Subcontractor shall maintain evidence acceptable to the Secretary that it has undertaken the following actions:

A) Attempted to recruit from appropriate areas the necessary number of lower income residents through the following actions:

(1) Placed an advertisement in a local media; and

(2) Placed a sign at the proposed site of the project. If applicable, a sign, placed at community organizations and public or private institutions operating within or serving the project area such as:

a. Urban League

b. National Economic Development Administration

c. State Employment Development Department

d. National Association for the Advancement of Colored People (NAACP)

e. Office of Equal Opportunity in Construction (OEOC)

B) Not filled vacant employment positions in its organization immediately prior to undertaking work in an attempt to circumvent Section 3 regulations;

C) Maintained a list of all applicants for employment including information on address and ethnicity whenever possible.

As a minimum "good faith" effort for the recruitment of lower income residents as trainees, the Contractor and Subcontractor shall maintain evidence acceptable to the Secretary that it has undertaken the following actions:

A) Attempted to recruit from appropriate areas the necessary number of lower income residents through the following actions:

(1) Coordinate and cooperate with the Housing Authority;

(2) Placed an advertisement in a local media; and

(3) Placed a sign at the proposed site of the project.

B) Maintained a list of all lower income Section 3 covered project area residents who have applied or been referred.

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Regional Housing Authority of Sutter and Nevada Counties
1455 Butte House Road, Yuba City, CA 95993
Phone: (530) 671-0220, Toll Free: (888) 671-0220
TTY: (866) 735-2929, Fax: (530) 673-0775
Website: www.rhasnc.org

SECTION 3 BUSINESS CERTIFICATION

The undersigned bidder/contractor certifies as part of its bid or contract that it is a Section 3 business as indicated below (check appropriate box):

[ ] Category 1 Business: A business that is owned by 51% or more Section 3 Residents.

[ ] Category 2 Business: A business whose current full time employees, either temporary, seasonal or permanent, consist of at least 30% Section 3 Residents or whose current permanent, full time employees were Section 3 Residents when they were first hired and the period from the date they were first hired to the date of certification does not exceed three (3) years.

A Section 3 Resident is defined as any low or very low income person. Low income is defined as 80% of the area median income based on family size.

Family Size	Sutter/Yuba/Colusa Maximum Income Limits	Nevada County Maximum Income Limits
1	$33,000	$40,850
2	$37,700	$46,650
3	$42,400	$52,500
4	$47,100	$58,300
5	$50,900	$63,000
6	$54,650	$67,650
7	$58,450	$72,300
8	$62,200	$77,000

[ ] Category 3 Business: A business that provides sufficient evidence to assure a commitment to subcontract more than 25% of the total dollar amount of all subcontractors to Section 3 Businesses.

[ ] Is not a Section 3 Business.

_____ Business Name

_____ Project

_____ Business Address

_____ Certifying Signature

_____ Title

_____ Date

The Housing Authority is an equal opportunity employer and housing provider.

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DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*: 4c	**Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Checklist of Labor Law Requirements

(CCR Title 8, Section 16421)

Ultimately the prime contractor is liable for their sub and specialty contractors. This checklist is a useful tool for the prime contractor to ensure that their sub and specialty contractors know their responsibilities on public works projects. Contractors who understand and comply with the law are more likely to deliver the job on time, on budget and done right the first time. We suggest the prime contractor encourage completion of this checklist by their sub and specialty contractors.

NAME (PRINT) _____ DATE _____

COMPANY _____ PHONE _____

ADDRESS _____ FAX _____

CITY _____ STATE _____ ZIP CODE _____

PROJECT MANAGER _____ SUPERINTENDENT/FOREMAN _____

CERTIFIED PAYROLL _____ PHONE/EXT. _____

CONTRACTOR LICENSE NO. _____ EXP. DATE _____ SPECIALTY LICENSE NO. _____

SELF-INSURED CERTIFICATE NO. _____ WORKERS COMP. POLICY NO. _____

PROJECT NAME _____ PROJECT #/BID PACKAGE# _____

AWARDING BODY _____ ADVERTISEMENT DATE _____

IF SUB-CONTRACTING, LIST YOUR PRIME/GENERAL CONTRACTOR _____

CONTRACT AWARD AMOUNT _____

THE FEDERAL AND STATE LABOR LAW REQUIREMENTS APPLICABLE TO THE CONTRACT ARE COMPOSED OF, BUT NOT LIMITED TO, THE FOLLOWING:

☐ Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. *Labor Code Section 1770 et seq.*

The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view. Additionally, current wage rate information can be found at the DLSR web site, *www.dir.ca.gov/dlsr/statistics_research.html.*

☐ Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project and to comply with all aspects of *Labor Code Section 1777.5*, relating to Apprentices on Public Works. (1) Notify approved apprenticeship programs of contract award; (2) employ apprentices; (3) pay training fund contributions.

☐ Penalties

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under *Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.*

☐ Certified Payroll Reports

Under *Labor Code Section 1776*, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day for each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

This requirement includes and applies to all subcontractors performing work on Awarding Body projects even if their portion of the work is less than one half of one percent (0.05%) of the total amount of the contract.

The certified payroll records shall contain the same data fields listed on the *Public Works Payroll Reporting Form (A-1-131)* and contain or is accompanied by a declaration made under penalty of perjury. *(California Code of Regulations, Section 16401).*

Prime Contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package.

Checklist of Labor Law Requirements, continued

given week, the Certified Payroll Report shall be annotated: "No work" for that week or a Non-Performance Statement must be submitted.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to *Labor Code Section 1776.*

Under *Labor Code Section 1776(g)* there are penalties required for contractor's/subcontractor's failure to maintain and submit copies of certified payroll records on request.

☐ **Nondiscrimination in Employment**

There exist prohibitions against employment discrimination under *Labor Code Sections 1735 and 1777.6,* the *Government Code,* the *Public Contracts Code,* and *Title VII of the Civil Rights Act of 1964.*

☐ **Kickbacks Prohibited**

Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages under *Labor Code Section 1778.*

☐ **Acceptance of Fees Prohibited**

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under *Labor Code Section 1779;* or for filling work orders on public works contracts pursuant to *Labor Code Section 1780.*

☐ **Listing of Subcontractors**

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to *Government Code Section 4104.*

☐ **Proper Licensing**

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under *Labor Code Section 1021* and under the California Contractor License Law found at *Business and Professions Code Section 7000 et seq.*

☐ **Unfair Competition Prohibited**

Contractors and sub-contractors are prohibited from engaging in unfair competition as specified under *Business and Professions Code Sections 17200 to 17208.*

☐ **Workers Compensation Insurance**

Labor Code Section 1861 requires that contractors and subcontractors be insured properly for Workers Compensation.

☐ **OSHA**

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

☐ **Proof of Eligibility/Citizenship**

The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers, is required.

☐ **Itemized Wage Statement**

Labor Code Section 226 requires that employees be provided with itemized wage statements.

CERTIFICATION

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of _____
(COMPANY NAME)

I fully understand that failure to comply with any of the above requirements may subject me, or my company, to penalties as provided above.

Contractor _____ _____
(SIGNATURE) (DATE)

Awarding Agency /Labor Compliance Program

Construction Progress Schedule

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0157 (Exp. 01/31/2014)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collecton displays a valid OMB control number.

Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Agency/Indian Housing Authority (PHA/IHA)			
2. City	3. State	5. Project Name	
4. Location		6. Project Number	
7. Contract For		8. Contract Time (Days)	
9. From (mm/dd/yyyy)	To (mm/dd/yyyy)	10. Contract Price $	
11. Number of Buildings	12. Number of Dwelling Units	13. Number of Rooms	

Submit as many pages as necessary to cover the construction period.)								
	Year (yyyy)							
	Month							
Actual Monthly Value, Work in Place	($)							
Actual Accumulated Progress	(/o)							
Anticipated Monthly Value	($)							
Accumulated Scheduled Progress	(/o)							

Submitted by	Contractor's Name		
	Title	Signature	Date (mm/dd/yyyy)
Approved by	PHA/IHA		
	Title		Date (mm/dd/yyyy)
Approved by	Architect		Date (mm/dd/yyyy)

Instructions for Preparation of Construction Progress Schedule Form HUD-5372

General. The information required for items 1 through 6 can be obtained from the contract documents. (7.) Enter the type of work awarded by the PHA/IHA. This may be "general construction," "plumbing," "heating," "electrical," etc., depending upon prime contract awards. (8.) Enter the contract time in calendar days (unless otherwise stated). (9.) Enter the starting and completion dates as established by the Notice to Proceed.

Year and Month. At the top of the Schedule, space is provided for inserting the "Year" and "Month" to identify the times during which the work is to be performed.

Year. Enter the year when the Notice to Proceed was issued. If the starting date of the contract is such that the time assigned for completion will be carried into a succeeding year, two yearly designations will be shown, each centered over the applicable spread of time for each year.

Month. The body of the Schedule is divided into Columns, each representing a period of one month. Starting in the Column with the month stated in the Notice to Proceed, enter at the top of each column the successive months corresponding to the entire spread of the total contract time. The Schedule must contain monthly columns to cover the entire active period of contract, with extra columns for possible overruns in contract time.

Computation of Anticipated Monthly Value of Work in Place

Before presenting the form for approval, enter in each monthly column the dollar value (omit cents) of the increment of work anticipated to be put in place during that interval of time. This shall be the Contractor's best estimate of the rate of progress for each month. This section contains a suggested guide for the elapsed contract time vs. progress percentages.

The horizontal total of the monthly dollars shown for "Anticipated Monthly Value" must equal the contract price shown in the heading.

Accumulated Scheduled Progress – %

Entries on this line shall show in percentage of total completion the cumulative stage of progress that is scheduled to be reached at the end of each monthly interval. It is generally sufficient to state this anticipated progress to the nearest tenth of one percent, but for very large contracts it may be advisable to extend computations to the nearest hundredth.

The entry for the first month's column should be the % obtained by the anticipated monthly dollar value of work in place at the close of the first month being divided by the contract price.

The entry for the second month's column is obtained by the sum of the anticipated monthly dollar values of work in place for Columns 1 and 2 being divided by the contract price.

Enter in the third month's column the percentage computed similarly, using the sum of dollar values of work in place for Columns 1, 2, and 3. Continue in this manner for the succeeding monthly columns until "100" is reached in the final column.

Charting Actual Progress. The horizontal space extending through the monthly columns is divided into "Actual Monthly Value of Work in Place – $" and Actual Accumulated Progress – %." In each monthly column show the actual accumulated % of progress and the actual value of work in place for that month, as the work progresses. An anticipated complete shutdown at some stage in the work because of adverse seasonal weather or otherwise, as may occur in road work, excavation (grading), etc., is readily shown by a gap.

The Contractor's name shall be placed in the lower left-hand corner of the form, together with the signature and title of the employee who prepared the Schedule and the date. The form then shall be sent to the Architect for review. If the Architect considers that changes are necessary to make the Schedule more realistic, it will withhold approval and so advise the Contractor. When the form is acceptable and approved by the Architect, and the PHA/IHA, it will be returned to the Contractor, who shall reproduce and submit the number and style of prints required by the PHA/IHA.

Normal building construction experience has proved that the rate of overall progress (as measured by work in place) accelerates slowly at the start, reaches its peak in the middle third of the construction period, and tapers down at the close. The data following illustrate the general average expectancy of a well-balanced operation and may be used as a guide. If the proposed progress lies within reasonable range of these check points, the Schedule may be considered satisfactory insofar as the time-performance feature is involved.

% of Contract Time	% of Accumulated Progress
0	0
10	2
20	8
30	20
40	37
50	57
60	75
70	89
80	96
90	99
100	100

The foregoing percentages must be tempered by consideration of seasonal weather conditions and other known conditions which may affect the progress of the work. These percentages are offered for information only.

Schedule of Amounts for Contract Payments

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157
(Exp. 12/31/2011)

No progress payments shall be made to the contractor unless a schedule of amounts for contract payments in accordance with the construction contract is received.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collecton displays a valid OMB control number.

Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Project Name and Location	Project Number

Name, Address, and Zip Code of Contractor

Nature of Contract		Contract Number
Approved for Contractor by	Title	Date (mm/dd/yyyy)
Approved for Architect by	Title	Date (mm/dd/yyyy)
Approved for Owner by	Title	Date (mm/dd/yyyy)

Item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)

Total Amount of Contract or Carried Forward	$

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature of authorized represenative	Date signed (mm/dd/yyyy)

Instructions for Preparation of form HUD-51000

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
   a. **Heading.** Enter all identifying information required for both forms.
   b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
      (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
      (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.
   c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.
   d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft.," "cu. yd.," "tons," "lb.," "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
   e. **Column 5.** Enter the unit price, in place, of each sub-item of work.
   f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
   g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.
   h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.
2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

Master List of Items

Item No.	Division of Work	Item No.	Division of Work	Item No.	Division of Work
1	Bond	20	Rough Carpentry		**Site Improvements**
2	General Conditions \1	21	Metal Bucks	44	Retaining Walls
3	Demolition & Clearing	22	Caulking	45	Storm Sewers
		23	Weatherstripping	46	Sanitary Sewers
	Structures	24	Lath & Plastering-Drywall	47	Water Distribution System
4	General Excavation	25	Stucco	48	Gas Distribution System
5	Footing Excavation	26	Finish Carpentry	49	Electrical Distribution System
6	Backfill	27	Finish Hardware	50	Street & Yard Lighting
7	Foundation Piles & Caissons	28	Glass & Glazing	51	Fire & Police Alarm System
8	Concrete Foundations	29	Metal Doors	52	Fire Protection System
9	Concrete Superstructures	30	Metal Base & Trim	53	Street Work
10	Reinforcing Steel	31	Toilet Partitions	54	Yard Work
11	Waterproofing & Dampproofing	32	Floors	55	(Other)
12	Spandrel Waterproofing	33	Painting & Decorating	56	(Other)
13	Structural Steel	34	Screens		
14	Masonry	35	Plumbing		**Equipment**
15	Stonework	36	Heating	57	Shades & Drapery Rods
16	Miscellaneous & Ornamental Metal	37	Ventilating System	58	Ranges
17	Metal Windows	38	Electrical	59	Refrigerators
18	Roofing	39	Elevators	60	Kitchen Cabinets & Work Tables
19	Sheet Metal	40	Elevator Enclosures—Metal	61	Laundry Equipment
		41	Incinerators—Masonry & Parts	62	(Other)
		42	(Other)		
		43	(Other)	63	**Punch List** \2
				64	Lawns & Planting

1 General Conditions should be 3% to 5% of contract amount.
2 Punch List should be approximately 1/2 of 1% or $30 per dwelling unit, whichever is greater.

SPECIFICATIONS

Summary of Work

General

PROJECT DESCRIPTION – Provide all labor, fittings, fabrication, equipment, appurtenances, transportation and services required necessary for and incidental to the completion of work indicated by the Contract Documents entitled:

Project Name: Installation of a metal building at 384 Miles Ave.

CONTRACT – Single Contract will be awarded for the installation of rough plumbing, electrical and installation of metal structure.

EXAMINATION OF SITE – Failure to visit site will not relieve Contractor from necessity of furnishing materials or performing work that may be required to complete work in accordance with Drawings and Specifications without additional cost to Owner. Contractor is responsible for "field verifying" all measurements, Owner is not responsible for variation between drawings and work site.

CONTRACTOR'S USE OF PREMISES – The contractor shall use his best efforts to avoid disrupting the tenants and adjacent Property Owners. Contractor shall limit his use of the premises for work and for storage. Coordinate use of premises under direction of the Owner. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site. Move any stored products, under Contractor's control, which interfere with operations of the Owner or separate contractor.

LICENSE, FEES, AND PERMITS – General Contractor shall arrange for all required inspections as needed, permits will be furnished by the Housing Authority.

Execution

PROJECT DESCRIPTION: Contractor is to furnish and install a metal building of the size and description as shown in the provided plans. The awarded Contractor will be responsible for furnishing plans and structural calculations from the building manufacturer to the Structural Engineer of record. The Contractor will furnish and install all under slab rough plumbing and electrical and connecting to existing utilities. Housing Authority will have the foundation and slab poured as per furnished plans as a separate project. Building contractor shall furnish any

"pour in place" anchors required for construction of the metal building or interior walls. The contractor will not be responsible for any above slab plumbing, electrical or interior construction.

END OF SECTION

PROJECT COORDINATION

The requirements of the General Conditions, apply to the work of this section.

PART 1 – GENERAL

Contractor shall: Coordinate work of his own employees and subcontractors, expedite his work to assure compliance with schedule.

CONSTRUCTION ORGANIZATION AND START-UP
Contractor shall establish on-site lines of authority and communications regarding the following:.

Schedule and conduct preconstruction meeting and progress meetings.
Establish procedures for project communications.

- Use "Request for Information" (RFI) form for all correspondence with Owner; use form at end of section.
- Submittals.
- Recommendations.
- Schedules.
- Resolution of conflicts.

Interpret Contract Documents

- Consult with Owner to obtain interpretation.
- Assist in resolution of questions or conflicts which may arise.
- Transmit written interpretations.

Control the use of Site:

- Supervise field engineering and site layout.
- Allocate field office and storage space, and work and storage areas.
- Establish access, traffic and parking allocations and regulations.
- Monitor use of site during construction.

Obtain permits and approvals

- Building permits and special permits required for Work or for temporary facilities.
- Obtain inspections for Work and for temporary facilities.

CONTRACTOR'S DUTIES

General Contractor responsible for field verification of Field Conditions as follows:

- Verify actual field conditions as related to drawing dimensions.
- Report discrepancies which will prevent proper performance of work, to the Owner in writing.

General Contractor responsible for Construction Schedules as specified in Spec. Section 01300.

General Contractor responsible for processing Shop Drawings, Product Data and Samples as specified in Spec. Section 01300.

General Contractor responsible for preparing Coordination Drawings as required to resolve conflicts and to assure coordination or the work.

- Submit to Owner
- Reproduce and distribute copies to concerned parties after Owner review.

General Contractor responsible for Inspection and Testing:

- Inspect work to assure performance in accord with requirements of Contract Documents.
- Administer special testing and inspections of suspect Work.
- Reject Work which does not comply with requirements of Contract Documents.
- Coordinate Testing Laboratory Services:
- Verify that required laboratory personal are present.
- Verify that tests are made in accordance with specified standards.
- Review test reports for compliance with specified criteria.
- Recommend and administer any required retesting.

General Contractor responsible for monitoring the use of temporary utilities as follows:

- Verify that adequate services are provided and maintained.
- Coordinate use of Owners facilitates.

General Contractor responsible for monitoring periodic cleaning as follows:

- Project site shall be clean every night before construction crew leaves for the day.

General Contractor responsible for arrangement for delivery and storage of Owner-furnished products.

- Inspect for condition at delivery.

Changes and Substitutions – General Contractor responsible for the following:

- Recommend necessary and desirable changes to Owner.
- Review requests for changes and substitutions; submit recommendations to Owner.

General Contractor to provide cost control for Project:

- Unit costs
- Actual costs for labor and materials.
- Other basis requiring accounting records.

General Contractor responsible for maintaining Reports and Records at Job Site, available to Owner.

- Daily log of progress of Work.
- Records:
- Contracts.
- Purchase Orders.
- Materials and equipment records
- Applicable handbooks, codes and standards.

Obtain information and maintain file of record documents.
Assemble documentation for handling of claims and disputes.

CONTRACTOR CLOSE-OUT DUTIES

General Contractor responsible for conducting and inspection at completion of Work to assure that:

- Specified cleaning has been accomplished.
- Temporary facilities have been removed from site.

At Substantial Completion, General Contractor to comply with all requirements as specified in Specification Section 01700.

END OF SECTION

REGULATORY REQUIREMENTS

PART 1 - GENERAL

SUMMARY

Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency at the date of Bid unless the document is shown dated.

REGULATORY REQUIREMENTS

Perform the Work in conformance with the applicable requirements of regulatory agencies including, but not limited to, the following codes:

- California Building Code 2013 Edition
- California Code of Regulations (CCR):
    1. Title 24, Building Standards (including Energy Standards and Handicapped Access regulations).
- California Plumbing Code 2013 Edition
- California Mechanical Code 2013 Edition
- California Electrical Code 2013 Edition
- California Fire Code 2013 Edition
- Local ordinances and amendments to the above codes.
- California Occupational Safety and Health Administration (Cal OSHA).
- Occupational Safety and Health Administration (OSHA): Hazard Communications Standard.
- Uniform Federal Accessibility Standards

CONFLICTS

When conflicts between above referenced Regulatory Requirements occur, General Contractor shall comply with the one establishing the more stringent requirement.

When conflicts between above referenced Regulatory Requirement and Contract Documents occur, General Contractor shall comply with the one establishing the more stringent requirement.

END OF SECTION

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APPLICABLE STANDARDS

PART 1 - GENERAL

The requirements of the General Conditions apply to the work of this section.

SCOPE

Reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics. Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named code or standard, provide materials and workmanship which meet or exceed the specifically named code or standard. In the event local laws, ordinances, or codes exceed the requirements of those indicated, the local requirements supersede the specified requirements.

When requested by the Owner, deliver to the Owner all required proof that the materials or workmanship, or both, meet or exceed the requirements of the specifically named code or standard. Such proof shall be in the form acceptable to the Owner and will generally be required to be copies of a certified report of tests conducted by a testing agency accepted by the Owner.

Specific naming of codes or standards occurs on the Drawings and in other Sections of these Specifications. Compliance with all laws, ordinances, and regulations of authorities having jurisdiction is an integral requirement of this Contract whether mentioned or not in the Contract Documents. Proof of compliance shall be signed approval by the respective authorities having jurisdiction. All costs relative thereto shall be borne by the Contractor.

In procuring and installing all items in this Work, verify the detailed requirements of the specifically named codes and standards as well as all requirements mandated by law, ordinance and authority regulation and verify that the items procured and installed in this Work meet or exceed the specified requirements.

The Owner reserves the right to reject items incorporated into the Work which fail to meet the stated minimum requirements. The Owner further reserves the right, and without prejudice to other recourse may accept such items not complying with specified requirements subject to an adjustment in the Contract Amount, as accepted by the Owner.

Standards referenced in the Specifications are usually referred to by the abbreviation of the organization's name and the designation of the document (e.g., ASTM A36). Documents in

common use may be referred by its own designation (e.g., the National Electrical Code is published by the National Fire protection Association as NFPA-70 but is usually referred to as NEC and is part of a series of documents or standards referred to as the National Fire Code). Unless otherwise indicated, references are to the latest issue of the publication available on the date stipulated for the receipt of bids or the latest code adopted by the authorities having jurisdiction.

STANDARDS ORGANIZATIONS

AASHTO American Association of State Highway and Transportation Officials
444 North Capitol Street, NW
Washington, DC 20001

ACI American Concrete Institute
P. O Box 19150
Redford Station
Detroit, MI 48219

AISI American Iron and Steel Institute
1000 16th Street, N.W.
Washington, C.D. 20036

AMCA Air Movement and Control Association, Inc.
30 University Heights

Arlington Heights, Il 60004

ANSI American National Standards Institute
Institute Building
1430 Broadway
New York, NY 10018

APA American Petroleum Association
2101 "L" Street, N.W.
Washington, D.C. 20037

AWS American Welding Society
2501 NW 7th Street
Miami, FL 3 25

AWWA American Water Works Assoc.,Inc.
6666 West Quinsy Ave
Denver, CO 80235

AWPA American Wood Preserves Ass'n
7735 Old Georgetown Road
Suite 444
Bethesda, MD 20014

AWPB American Wood Preserves Bureau
2740 So Randolph St
Suite 444

Arlington, VA 22206

AI Asphalt Institute Building
College Park, MD 20740

BHMA Builders Hardware Manufacturers Association
60 East 42nd Street
New York, NY 10017

APA American Plywood Association
Association, Inc.
1119 A Street
Tacoma, WA 98401

APHA American Public Health Association
1015 15th Street, N.W.
Washington, D.C. 20005

ARI Air-Conditioning and Refrigeration
1815 North Fort Myer Drive
Arlington, VA 22209

ASHRAE American Society of Heating, Refrigerating, and Air-Conditioning Engineers
345 East 47th Street
10017
New York, NY 10017

ASTM American Society for Testing and Materials
1916 Race Street
Philadelphia, PA 19103

IAPMO International Associaton of Plumbing and Mechanical Officials
5032 Alhambra Ave
Los Angeles, CA 90032

ICBO International Conference of Building Officials
5360 South Workman Mill Road
Whittier, CA 90601

IEEE Institute of Electrical and Electronics Engineers, Inc.
345 East 47th Street
New York,NY 10017

CGA Compressed Gas Association
500 5th Avenue
New York,NY 10036

CISPI Cast Iron Soil Pipe Institute
2029 K Street
Washington, DC 20006

CI Chlorine Institute, Inc.
342 Madison Avenue
New York, N.Y. 10017

CSMA Chemical Specialties Manufacturing Association
50 East 41st Street
New York, New York

IFI Industrial Fasteners Institute
1505 E. Ohio Building
Cleveland, O H 44114

PS See NBS

SMACNA Sheet Metal and Air Conditioning Contractors Nat'l Association
8224 Old Courthouse Road
Tysons Corner
Vienna, VA 22180

SSPC Steel Structures Painting Council
4400 Fifth Avenue
Pittsburgh, PA 15213

TCA Tile Council of America
P.O. Box 326
Princeton, NJ 08540

IES Illuminating Engineering Society
346 East 47th Street
New York, NY 10017

MSS Manufacturers Standardization Society of Valve & Fittings Industry
1815 North Myer Drive
Arlington, VA 22209
-See IAPMO

MBMA Metal Building Manufacturers Association
1230 Keith Building
Cleveland,OH 44115

NBS National Bureau of Standards
Office of Weights and Measures
Room A209, Metrology Building
Washington, DC 20234

NBHA National Builders Hardware Assoc.
515 Madison Avenue
New York, NY 10016

NEBB National Environmental Balancing Bureau
1611 North Kent Street
Arlington, VA 22209

NEC See NEPA

NEMA National Electrical Manufacturers Assoc.
2101 L Street, NW
Washington, DC 20037

UBC See ICBO

UL Underwriters' Laboratories, Inc.
333 Pfingsten Road
Northbrook, IL 60662

UMC Uniform Mechanical Code

UPC Uniform Plumbing Code - See IAPMO
Standards - See NBS

VPS Voluntary Product

WRI Wire Reinforcement Institute
7900 Westpark Drive
Suite 611
McLean, VA 22101

Fed. Spec. and other Publications General Services Administration
Specifications Sales
Washington Navy Yard,
Building 197
Washington, DC 20407

or

Superintendent of Documents
U.S. Government Printing Office
Washington, DC 20402

NSF National Sanitation Foundation
NSF Building
3475 Plymouth Road
Ann Arbor, MI 48106

NFPA National Fire Protection Associabon
470 Atlantic Avenue
Boston, MA 02110

END OF SECTION

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PART 1

DEFINITIONS

Terms used on the Drawings or in the Specifications in addition to those shown in General Conditions shall have the following meanings:

TERM	MEANING
As directed	"As interpreted by the Architect under General Conditions Article 4."
As required	"By Code; by good building practice; by the Condition prevailing; by Contract Documents; by Owner, or by Architect."
As selected	"By Architect."
By others	Work on this Project that is outside the scope of Work to be performed by Contractor under this Contract, but that will be performed by Owner, other contractors, or other means. All work to be coordinated by the Contractor.
By Owner	Work on this Project that will be performed by Owner, or his agents, at his cost, but coordinated by the Contractor.
Equal	In the opinion of the Architect. The burden of proof of equality is the responsibility of the Contractor. See Section 01630.
(E)	Existing.
(N)	New.
Furnish	"Supply only, do not install."
Install	"Install or apply only, do not furnish."
NIC	Not in Contract; Work on this Project that is outside the scope of Work to be performed by the Contractor under this Contract.
Offsite	Outside the area described by the property lines.
Owner-furnished	"Owner will furnish at his cost and Contractor-installed.

	Contractor will install under his Contract for this Work.
Project	Total construction of which Work performed under the Contract Documents may be the whole or a part.
Project Manual	Bidding Requirements, Contract Forms, Contract, Conditions, and Specifications.
Provide	"Furnish and install."
Replace	Remove existing, furnish and install
Shown	"As indicated on the Drawings."
Site	Geographical location of the Project.
Specified	"As written in Project Manual."

END OF SECTION

APPLICATION FOR PAYMENT/CHANGE ORDER REQUIREMENTS

PART 1 – GENERAL

The requirements of the general conditions apply to the work of this section.

SCHEDULE OF AMOUNTS FOR CONTRACT PAYMENTS: Contractor within seven days following the contract signing, will submit to the Owner a Schedule of amounts for contract payments, listing projected dates and amounts of pay requests, along with dates when payments will be due. The schedule of amounts shall be developed using each item of the chart as a line item. Upon request of the Owner, support the values with data which will substantiate their correctness. The Schedule of amounts, unless objected to by the Owner, shall be used only as the basis for the Contractor's Application for Payment.

APPLICATION FOR PAYMENT: Submit Applications for Payment to the Owner in accordance with the schedule established by the Conditions of the Contract and Agreement between Owner and Contractor.

Refer to the following related sections:

A. Agreement between Owner and Contractor
B. Conditions of the Contract: Progress payments, retainages, and final payment.

APPLICATION FOR PAYMENT – FORMAT AND DATA REQUIRED

Submit an itemized application for payment including material costs, labor costs and contractor mark up. Provide all required information, including that for Change Orders executed prior to date of submittal of application. Fill in summary of dollar values to agree with respective totals indicated on Schedule of Amounts. Application shall include certification with signature of a responsible officer of the Contractor firm.

LIEN RELEASES: The contractor will be required to sign a Conditional Waiver and Lien Release at the time of Application for Payment submission and sign an Unconditional Waiver and Lien Release when payment is released.

SUBSTANTIATING DATA FOR PROGRESS PAYMENTS: When the Owner requires substantiating data, the Contractor shall submit suitable information with a cover letter identifying the project, application number and date, detailed list of enclosures and for stored products, the

item number and identification as shown on the application and the description of specific material.

CHANGE ORDER – FORMAT AND DATA REQUIRED

Designate in writing the member of Contractor's organization who is authorized to accept changes in the Work and who is responsible for informing others in the Contractor's employ of the authorization of changes in the Work.

PRELIMINARY PROCEDURES: Owner may initiate changes by submitting a Proposal Request to the Contractor. Request to include detailed description of the change, products, and location of the change in the Project with supplementary or revised drawings and specifications. The General Contractor is to be Provided the projected time span form making the change, and a specific statement as to whether overtime work is, or is not, authorized along with a specific period of time during which the requested price will be considered valid. Such request is for information only, and is not an instruction to execute the changes, nor to stop Work in progress.

Contractor may initiate changes by submitting a Proposal Request to the Owner, containing description of the proposed changes, statement of the reason for making the changes, statement of the effect on the Contract Time, statement of the effect on the work of separate contractors and documentation supporting any change in Contract Sum or Contract Time, as appropriate. Contract Sum changes shall be accompanied by labor hour rated and total hours and material cost details.

LUMP-SUM/FIXED PRICE CHANGE ORDER: Owner will sign and date the Change Order as authorization for the Contractor to proceed with the changes. Contractor to sign and date the Change Order to indicate agreement with the terms therein.

TIME AND MATERIAL CHANGE ORDER/CONSTRUCTION CHANGE: Owner will issue a Construction Change Authorization directing the Contractor to proceed with the changes. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article " Documentation of Proposals and Claims" of this Section. Owner will determine the allowable cost of such work, as provided in the General Conditions and Supplementary Conditions. Owner and Contractor to sign and date the Change Order to indicate their agreement therewith.

DOCUMENTATION OF PROPOSALS AND CLAIMS

Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow Owner to evaluate the quotation.

On request provide the following additional data to support time and cost computations.

- Labor required
- Equipment required
- Products required
- Recommended source of purchase and unit cost
- Quantities required
- Taxes, insurance, and bonds
- Credit for work deleted from Contract, similarly documented
- Overhead and profit
- Justification for any change in Contract Time

Support each claim for additional costs, and for work done on a time and material/force account basis, with the documentation as required for a lump-sum proposal, plus additional information, including the following:

- Name of the Owner's authorized agent who ordered the work, and date of the order
- Dates and times work was performed and by whom
- Time record, summary of hours worked and hourly rates paid

Receipts and invoices for:

- Equipment used, listing dates and times of use
- Products used, listing quantities
- Subcontractors

CONSTRUCTION CHANGE AUTHORIZATION

IN lieu of Proposal Request, Owner may issue a Construction Change Authorization for Contractor to proceed with a change for subsequent inclusion in a Change Order. The authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum and any change in Contract Time, Owner will sign and date the Construction Change Authorization as authorization for the

Contractor to proceed with the changes. Contractor shall sign and date the Construction Change Authorization to indicate agreement with the terms therein.

CORRELATION WITH CONTRACTOR'S SUBMITTALS

Periodically revise Schedule of Amounts and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Sum. Periodically revise the Construction Schedule to reflect each change in Contract time.

Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

CLOSE OUT DOCUMENTATION

Final Close-out Payment and Change Order documentation will be delivered to the Owner's office no later than **30 calendar days** after substantial completion. Notwithstanding the foregoing without limiting Owner's rights herein, in the event that General Contractor does not deliver documentation, through no fault or delay of Owner, the Owner may determine that all sums due the contractor have been paid and no further payment is due and the contract is complete, or alternately the **Owner may deduct the sum of $100.00 for each day** beyond the documentation period that the contractor has failed to deliver all final close-out documentation.

End of Section

SUBMITTALS AND SAMPLES

The requirements of the General Conditions and Division 1 apply to all work hereunder.

SCOPE

SHOP DRAWINGS/SUBMITTALS/SAMPLES: Submit Shop Drawings, Product Data and Samples required by Contract Documents.

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Drawings shall be presented in a clear and thorough manner, with details to be identified by reference to sheet and detail, schedule or room numbers shown on Contract Drawings. Two (2) samples shall be sent to the Owner, One (1) sample will be returned to the Contractor. **Submit one reproducible copy** of shop drawings for the Owners review. The Contractor shall submit all samples/shop drawings to the Owner **within 2 weeks of the Notice to Proceed** and at least 2 weeks before purchasing, fabricating, applying, or installing such materials and finishes. Allow a minimum of two weeks for review by the Owner.

The Owner's review of shop drawings shall be general only and shall not relieve the Contractor from responsibility for errors of any sort, for deviations from drawings or specifications, for conflict with the work of others that may result from such deviations.

Product Data shall include the following:

Preparation

- Clearly mark each copy to identify pertinent products or models.
- Show performance characteristics and capacities.
- Show dimensions and clearances required.
- Show wiring or piping diagrams and controls.

- Show contact information for service or warranty work. Provide a copy of manufacturers warranty.

Manufacturer's standard schematic drawings and diagrams:

- Modify drawings and diagrams to delete information which is not applicable to the Work.
- Supplement standard information to provide information specifically applicable to the Work.

Approvals

- List applicable I.C.B.O. or UL. numbers for approved assemblies.

All product data shall be provided to the Owner in a binder with tabs clearly marked identifying each product. Contractor must submit 2 copies to Owner before retention will be released.

SAMPLES

Office samples shall be of sufficient size and quantity to clearly illustrate functional characteristics of the product, with integrally related parts and attachment devices. Show full range of color, texture and pattern. Submit samples of the following:

Metal siding & trim for color

CONTRACTOR RESPONSIBILITIES:

Contractor is responsible for reviewing Shop Drawings, Product Data and Samples prior to Submission. Contractor is to determine and verify field measurements, field construction criteria, catalog numbers and similar data and conformance with specifications.

Notify the Owner in writing at time of submission, of any deviations in the submittals from requirements of the Contract documents. Begin no fabrication or work which requires submittals until return of submittals with Owner approval.

SUBMISSION REQUIREMENTS

Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the Work or in the work of any other contractor. All color and finish samples must be submitted before any selections will be made by the Owner.

Submittals shall contain the date of submission and the dates of any previous submissions, the Project title and number with the names of the Contractor, Supplier and Manufacturer. Identify each product, with the specification section number.

Show field dimensions, clearly identified as such, with relation to adjacent or critical features of the Work or materials. Identify any deviations from Contract Documents.

<u>On all Submittals</u> provide an 8 in. x 3 in. blank space for Contractor and Owner stamps. Provide Contractor's stamp, initialed or signed certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of

Contract Documents. Contractor shall make stamp from graphic as shown:

CONTRACTOR SUBMITTAL REVIEW		
☐ Submittal deviates from requirements of contract documents as noted.		Date:
This Submittal has been reviewed for substantial conformance with the contract documents		By: Contractor Name and Address:
Project No.	Spec. Section No.	Submittal No.

CONTRACTOR SUBMITTAL REVIEW STAMP

Make any corrections or changes in the submittals required by the Owner and resubmit until no exceptions are taken. Revise initial drawings or data, and resubmit as specified for the initial submittal, indicating any changes which have been made other than those requested by the Owner, cloud and delta symbols. Submit new samples as required for initial submittal.

DISTRIBUTION

Make reproductions and distribute copies of Shop Drawings and copies of Product Data which carry the Architect/Engineer stamp of review to Job site file, Record Documents file. other affected contractors, subcontractors and Supplier or Fabricator.

END OF SECTION

CONSTRUCTION SCHEDULES

The requirements of the General Conditions and Division 1 apply to all work hereunder.

PART 1 - GENERAL

SCOPE OF SCHEDULES

Submit to Owner for approval the following chart and progress reports as specified herein.

Project schedule chart: CPM or PERT, all trades, including early purchase schedule.

Project Schedule Limitations: The project schedule and work is limited to 7am – 6pm Monday thru Saturday, no Sundays or Holidays. Work must be performed with reasonable accommodation to residents in area, the larger site area is a residential area that is currently occupied by residents.

PROGRESS REPORTS: Weekly progress reports, to be submitted to the Owners representative weekly at on-site meetings. Each report to list work completed that week, along with conformance with schedule and days remaining. If any work is behind schedule, the contractor shall provide a written explanation of what is being done to correct any possible delay to the overall completion of the work. Report is to be accompanied by digital images documenting site progress taken with digital camera.

PART 2 - EXECUTION

Within seven days following the signing of the contract, and before submitting any applications for payment, the Contractor shall prepare an itemized breakdown of tasks and activities performed for the expeditious prosecution of the work. Acknowledging the fact that time is of the essence, and that the final completion date is denoted in the Owner-Contractor agreement, each task and activity shall be clearly defined by milestones and completion dates. Information shall be presented in network form indicating the inter-relationship and time sequence of each task and activity.

Upon completion of that portion of the chart affecting any specific subcontractor, he shall indicate his acceptance of and his contractual obligation to be bound by the chart by endorsing same in writing. Subsequent changes to the chart may be acknowledged by initialing on the original copy of the chart.

Maintaining the work schedule agreed to and delineation of the chart shall be the responsibility of the Contractor. Substitution of material or equipment other than specified in the Contract Documents in order to maintain the schedule will not be approved. It is the Contractor's sole responsibility that all specified products be approved, ordered, and received per the schedule.

CHART: Chart shall indicate, with calendar date line, major goals with specific dates to be reached to maintain the mandated completion date. Chart shall include the following:

- Purchase dates required for "long-lead" items.
- Dates for start of fabrication of special materials and equipment, their installation and required testing.
- Dates when critical design selections must be made for finishes and products.
- Tasks (e.g. HVAC, electrical, plumbing, drywall, etc.) or activities which, once begun, must continue uninterrupted until conclusion and those which can commence and will commence, stop, restart and than complete.
- Time required for each phase of each task and listing each subtask for each major category (e.g. rough work, offsite fabrication, finish work, beginning and completion dates for each element of construction, installation of fitting and fixtures).
- Integrate timing of job activity with shop drawing and submittal schedule called for in Section 01300. List date as to when all shop drawings are to be submitted to Owner's office, and when all reviewed shop drawings are to be returned to Contractor.

If, at any time, any portion of the work falls more than one week behind schedule, the Owner shall notify the Contractor of his obligation to increase labor and equipment at no cost to the Owner until such portion of the work is back on the approved schedule. If, as specified in the Bid Form, Section 00310, the Contractor is behind schedule and the Contractor does not comply with the written direction of the Owner or his representative, the Owner or his representative reserves the right to:

- Terminate the contract with the Contractor, and hire a new contractor to complete the Work.
- Hire additional labor to bring Work in line with schedule, with the cost of that labor to be deducted from the Contract amount.

END OF SECTION

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CLEANING AND CLEANUP

The requirements of the General Conditions and Division 1 apply to all work hereunder.
PART 1

GENERAL

SCOPE

The work includes the furnishing of all labor, materials, equipment, and services, and performing all operations necessary for, and properly incidental to, cleanup during construction and final cleaning of the effected work area prior to acceptance by the Owner.

CLEANUP DURING CONSTRUCTION

It is required that the entire site be kept in a neat and orderly condition.

Dispose of waste, trash, and debris in a safe, acceptable manner, in accordance with applicable laws and ordinances and as prescribed by authorities having jurisdiction. Bury no such waste material and debris on the site. Burning of trash and debris on the site will not be permitted.

Location of dump for trash and debris and length of haul is the Contractor's responsibility.

FINAL CLEANING OF BUILDING

Prior to final inspection by the Owner and after all construction work is essentially complete, thoroughly clean the work area. Items to be cleaned include, but are not limited to, all glass, plastic, doors, opening frames, grilles, trim, exposed non-ferrous metal surfaces, floor covering, light fixtures and plates, plumbing fixtures and trim, and all finish surfaces throughout the construction. Follow the recommendation of the manufactures of materials and items to be cleaned for all cleaning, polishing and treatment such as waxing. Thoroughly clean all existing windows and interior finishes.

FINAL SITE CLEANUP

Also prior to final inspection, thoroughly clean the entire site and put it into a neat, acceptable condition. Remove from the entire site all construction waste and unused
materials, dunnage, and all debris of any description resulting from the work. Hose down and scrub where necessary all concrete dirtied as a result of the work.

END OF SECTION

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GENERAL PLUMBING REQUIREMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications, apply to work of this section.

PART 1 – GENERAL

SUMMARY OF WORK: Contractor to install all piping under slab for new water main connection, gas connection and sewer connection to above slab paint of connection. Contractor shall connect new pipe into existing water, gas and sewer lines. New water main shall have a quarter turn main shut off at the outside of new building.

SITE EXAMINATION: Contractor shall examine the site, verify dimensions and locations and thoroughly familiarize themselves or all conditions under which work is to be done before submitting a proposal.

CODES & REGULATIONS: All work done shall be done in strict accordance and conformity with the rules, regulations and requirements of the latest editions of the codes applicable at the time of installation, inspection, and testing.

SHOP DRAWINGS: Submit 2 copies of drawings showing proposed locations and sizes of all piping.

MATERIALS: All new pipe used for the water system shall be type K copper. Any connections of two dis-similar materials shall be made using connections designed for such. Pipe shall be sized accordingly to meet current California Building Code and best design practices.

EXECAVATING, TRENCHING, AND BACKFILLING: The Contractor shall perform all excavating required for the installation of all piping and other work that applies to the work of this contract, except as indicated herein to be installed by others. Backfill all pipe with a minimum of 4 inches of sand under the pipe and 8 inches above the pipe. Replace or repair to its original condition all sod, concrete, asphalt paving, or other materials disturbed by the trenching operation. Repair within the one year warranty period, if required.

CLOSING UNINSPECTED WORK: This contractor shall not allow nor cause any work installed by him to be covered up or enclosed before it has been inspected, reviewed, and tested.

TESTS: All piping shall be tested at the completion of roughing-in. Waste and vent piping shall be filled to highest point for four (4) hours. Water piping shall be hydrostatically tested at 125 psi.

PIPE PROTECTION: All underground pipe shall be double wrapped with Pasco, X-Tru-Coat or equal pipe wrap.

AS BUILT DRAWINGS: Contractor shall furnish a print of the site plan accurately locating all underground piping as installed. Prints shall include dimensions so that lines can be readily

located. Prints shall be kept "up-to-date" as the work progresses. Any opening of pipe penetration through waterproof construction shall be properly flashed and made watertight.

MOUNTING: Contractor shall be responsible for proper placement of all pipe sleeves, hangers and supports, and locations of openings for the work of this section.

COORDINATON WITH STRUCTURE, ETC.: Should structural difficulties or other work prevent the running of pipes or the setting of equipment at the desired location, changes as authorized by the Owner shall be made without additional cost to the Owner.

END OF SECTION

ELECTRICAL

The requirements of the General Conditions and Division 1 apply to all work hereunder. This Section applies to all Division 16 and is part of all other Division 16 sections.

PART 1 – GENERAL

SCOPE OF WORK: Furnish and install all materials and equipment and provide all labor required and necessary to complete the installation of conduit and wire to provide power `from the existing main panel on the end of the existing shop building to the location of the subpanel in the new metal building.

CONDITIONS AT SITE: Visit to site is required of all bidders prior to submission of bid. All will be held to have familiarized themselves with all measurements and discernable conditions and no extra payment will be allowed for work required because of these conditions, whether specifically mentioned or not.

DRAWINGS, SPECIFICATIONS AND SYMBOLS: The drawings and specifications are complementary; what is shown on one is as binding as if called for in both. Do not scale the drawings. Locations of devices, fixtures and equipment are approximate unless dimensioned.

The drawings are diagrammatic and do not show precise or exact locations of all products, nor show in minute detail all features of the installation; however provide all systems complete and in proper operating order.

Drawing symbols used for basic materials, equipment and methods are commonly used in the industry and should be universally understood. Special items and fixtures are identified by a supplementary list furnished on the drawings or in the specifications.

Any errors or omissions of detail in either the drawings or the specifications shall not relieve the Contractor from correctly installing all materials necessary for complete and operational system.

SERVICE INTERRUPTIONS: Interruption of power service shall be held to a minimum. All interruptions must be scheduled in writing with the Owner one (1) week in advance and meet their approval.

CONTRACTOR VERIFICATON: In addition to the usual pre-bid survey required by these specifications for the purposes of determining all existing conditions, it is further required that the contractor verify all equipment catalog numbers for items furnished under the electrical section both for current validity and for conformance with current building standards. Should catalog data contained herein not be in concert with the latest manufacturer's nomenclature the Contractor shall notify the Owner in writing and reflect necessary changes on submittal drawings.

SUBSTITUTIONS: Base the bid on use of materials specified, **If** after award of the Contract, a substitute is proposed, the request for permission to substitute shall be accompanied with product specifications and statement of the amount of money to be returned to the contract if the substitution is permitted. The Owner is the sole judge of acceptability of proffered

substitutions. If a substitute item is permitted and any redesign effort is thereby necessitated, the required redesign shall be at the Contractor's expense.

COORDINATION: Coordinate work with other trades to avoid conflict and to provide correct rough in and connection for equipment for equipment furnished under other trades that require electrical connections. Inform Contractors or other trades of the required access to and clearances around electrical equipment to maintain serviceability and code compliance.

Verify equipment dimensions and requirements with provisions specified under this Section.

PART 2 – PRODUCTS

MATERIAL APPROVAL: All materials must be new and bear the Underwriter's Laboratories label. Materials that are not covered by UL testing standards shall be tested and approved by an independent testing laboratory or a governmental agency.

Material not in accordance with these Specifications may be rejected either before or after installation.

CONDUITS & RACEWAYS: Use flex conduit to equipment only. Use conduit (EMT) between boxes, outlets, etc. Raceway's shall be supported at intervals not over 10 feet. Provide one support not over 18 inches from each joint or change in direction.

WIRES AND CABLES:

1. Conductor: #12 AWG and #10 AWG solid copper. #8 and larger shall be stranded copper.
2. Insulation: #12 to #1 AWG shall be THWN for wet or underground locations, and THHN for dry locations.

PART 3 – EXECUTION

GENERAL: Avoid cutting and boring holes through structure or structural members wherever possible. Obtain prior approval of the Owner and conform to all structural requirements when cutting or boring the structure is necessary and permitted.

GROUNDING: Electrical service and separately derived alternating current systems shall be grounded in accordance with NEC Article 250-3 to 250-26, inclusive. Ground non-current carrying metal parts of electrical equipment enclosure's, conductor raceways to provide a low impedance path for line to ground fault current and to bond all non-current carrying parts together. Provide ground conductor in each raceway system. Equipment ground conductor shall be electrically and mechanically continuous from the electrical circuit source to the equipment to be grounded. Grounding conductors shall be identified with a green insulation.

END OF SECTION

REQUEST FOR INFORMATION

DATE:_____ **RFI#**_____ **PROJECT:**_____

ATTN:_____ **RESPONSE REQUIRED BY:**_____

URGENT: ( ) **EXPEDITE: ( )** **NORMAL: ( )**

SUBJECT:_____

It is requested that the following information be provided and/or clarified:

_____

_____

_____

_____

_____

_____

_____

Submitted by_____ Date_____

RESPONSE TO RFI#_____

Response by_____ Date_____

"General Decision Number: CA20200007 01/31/2020

Superseded General Decision Number: CA20190007

State: California

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

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	01/31/2020

ASBE0016-001 08/01/2019

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA,

SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 68.11	23.32
Area 2	$ 54.26	23.30

ASBE0016-007 01/01/2019

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	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)		
AREA 1	$ 30.81	22.71
AREA 2	$ 36.53	9.27

BOIL0549-002 10/01/2016

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties	$ 43.28	37.91
(2) Remaining Counties	$ 39.68	35.71

BRCA0003-001 08/01/2019

	Rates	Fringes
MARBLE FINISHER	$ 35.41	16.45

BRCA0003-004 05/01/2019

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY

COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1	$ 43.24	21.63
AREA 2	$ 45.92	26.70

SPECIALTY PAY:
(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive $1.25 per hour in addition to the above.
(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.
(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.

BRCA0003-008 07/01/2019

	Rates	Fringes
TERRAZZO FINISHER	$ 37.58	17.33
TERRAZZO WORKER/SETTER	$ 48.53	26.84

BRCA0003-010 04/01/2019

	Rates	Fringes
TILE FINISHER		
Area 1	$ 27.31	14.75
Area 2	$ 27.10	16.50
Area 3	$ 29.94	16.38
Area 4	$ 28.06	15.82
Tile Layer		
Area 1	$ 45.51	17.64
Area 2	$ 45.15	19.06
Area 3	$ 49.90	19.16
Area 4	$ 46.77	19.08

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2019

	Rates	Fringes
MARBLE MASON	$ 49.42	27.86

CARP0034-001 07/01/2019

	Rates	Fringes

Diver

Assistant Tender, ROV Tender/Technician	$ 49.75	33.40
Diver standby	$ 55.73	33.40
Diver Tender	$ 54.73	33.40
Diver wet	$ 99.27	33.40
Manifold Operator (mixed gas)	$ 59.73	33.40
Manifold Operator (Standby)	$ 54.73	33.40

DEPTH PAY (Surface Diving):

050 to 100 ft	$2.00 per foot
101 to 150 ft	$3.00 per foot
151 to 220 ft	$4.00 per foot
221 ft.-deeper	$5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2019

	Rates	Fringes
Piledriver	$ 50.75	33.40

CARP0035-001 08/01/2019

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 50.50	30.64
Area 3	$ 45.12	30.64
Area 4	$ 43.77	30.64
Drywall Stocker/Scrapper		
Area 1	$ 25.25	17.86
Area 3	$ 22.56	17.86
Area 4	$ 21.89	17.86

CARP0035-009 07/01/2019

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter	$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 50.65	30.20
Journeyman Carpenter	$ 50.50	30.20
Millwright	$ 50.60	31.79

CARP0035-010 07/01/2017

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I	$ 24.91	19.63
Installer II	$ 22.18	20.42
Lead Installer	$ 29.06	20.92
Master Installer	$ 33.28	20.92
Area 2		
Installer I	$ 22.96	20.42
Installer II	$ 20.01	20.42
Lead Installer	$ 25.93	20.92
Master Installer	$ 29.56	20.92
Area 3		
Installer I	$ 22.01	20.42
Installer II	$ 19.24	20.42
Lead Installer	$ 24.81	20.92
Master Installer	$ 31.83	20.92

CARP0046-001 07/01/2019

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 44.77	30.20
Journeyman Carpenter	$ 44.62	30.20
Millwright	$ 47.12	31.79

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

CARP0046-002 07/01/2019

Alpine, Colusa, El Dorado (East), Nevada, Placer (East), Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 43.42	30.20
Journeyman Carpenter	$ 42.27	30.20
Millwright	$ 45.77	31.79

CARP0152-003 07/01/2019

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 43.42	30.20
Journeyman Carpenter	$ 43.27	30.20
Millwright	$ 45.77	31.79

CARP0180-001 07/01/2019

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 50.65	30.20
Journeyman Carpenter	$ 50.50	30.20
Millwright	$ 50.60	31.79

CARP0751-001 07/01/2019

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 50.65	30.20
Journeyman Carpenter	$ 50.50	30.20
Millwright	$ 50.60	31.79

CARP1599-001 07/01/2019

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 43.42	30.20
Journeyman Carpenter	$ 43.27	30.20
Millwright	$ 45.77	31.79

ELEC0180-001 06/01/2019

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 56.26	24.16
ELECTRICIAN	$ 50.01	23.98

ELEC0180-003 12/01/2018

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 38.42	19.70
Technician	$ 44.18	19.88

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 02/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications Installer	$ 29.35	3%+15.35
Sound & Communications Technician	$ 33.75	3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, 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 system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound

systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS
Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 08/01/2018

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area	$ 40.06	28.54
Sierra Army Depot, Herlong	$ 48.83	18.54
Tunnel work	$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 07/01/2019

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN	$ 40.50	19.39

ELEC0551-004 06/01/2019

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 51.40	22.83

ELEC0551-005 12/01/2018

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 38.42	20.11
Technician	$ 44.18	20.29

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2020

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 36.59	17.39

ELEC0659-008 02/01/2019

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer	$ 59.09	20.22
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man	$ 52.76	19.96
(3) Tree Trimmer	$ 31.10	11.32
(4) Line Equipment Man	$ 52.76	19.96
(5) Powdermen, Jackhammermen	$ 33.80	13.35
(6) Groundman	$ 33.24	14.79

ELEC1245-004 06/01/2019

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 58.09	19.36
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 46.40	18.17
(3) Groundman	$ 35.47	17.79
(4) Powderman	$ 49.55	3%+17.65

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

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ELEV0008-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC	$ 67.56	34.125+a+b

FOOTNOTE:

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.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 07/01/2017

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		

AREA 1:		
(1) Leverman	$ 44.77	31.25
(2) Dredge Dozer; Heavy duty repairman	$ 39.81	31.25
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 38.69	31.25
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 35.39	31.25
AREA 2:		
(1) Leverman	$ 46.77	31.25
(2) Dredge Dozer; Heavy duty repairman	$ 41.81	31.25
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 40.69	31.25
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 37.39	31.25

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-018 06/26/2017

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 44.67	30.39
GROUP 2	$ 43.14	30.39
GROUP 3	$ 41.66	30.39
GROUP 4	$ 40.28	30.39
GROUP 5	$ 39.01	30.39
GROUP 6	$ 37.69	30.39
GROUP 7	$ 36.55	30.39
GROUP 8	$ 35.41	30.39
GROUP 8-A	$ 33.20	30.39
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 46.30	30.39
Oiler	$ 36.63	30.39
Truck crane oiler	$ 39.20	30.39
GROUP 2		
Cranes	$ 43.79	30.39
Oiler	$ 36.36	30.39
Truck crane oiler	$ 38.98	30.39
GROUP 3		
Cranes	$ 42.05	30.39
Hydraulic	$ 38.32	30.39
Oiler	$ 36.14	30.39
Truck Crane Oiler	$ 38.71	30.39
GROUP 4		
Cranes	$ 39.01	30.39
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices	$ 45.89	30.39
Oiler	$ 36.63	30.39
Truck crane oiler	$ 39.20	30.39
GROUP 2		
Lifting devices	$ 44.07	30.39
Oiler	$ 36.36	30.39
Truck Crane Oiler	$ 38.98	30.39
GROUP 3		
Lifting devices	$ 42.39	30.39
Oiler	$ 36.14	30.39
Truck Crane Oiler	$ 38.71	30.39
GROUP 4		
Lifting devices	$ 40.62	30.39
GROUP 5		
Lifting devices	$ 39.32	30.39
GROUP 6		

Lifting devices	$ 37.98	30.39
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes	$ 46.30	30.39
Oiler	$ 36.63	30.39
Truck Crane Oiler	$ 39.20	30.39
GROUP 2		
Cranes	$ 43.79	30.39
Oiler	$ 36.36	30.39
Truck Crane Oiler	$ 38.98	30.39
GROUP 3		
Cranes	$ 42.05	30.39
Hydraulic	$ 38.32	30.39
Oiler	$ 36.14	30.39
Truck Crane Oiler	$ 38.71	30.39
GROUP 4		
Cranes	$ 39.01	30.39
GROUP 5		
Cranes	$ 35.13	30.39
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1	$ 40.77	30.39
GROUP 1-A	$ 43.24	30.39
GROUP 2	$ 39.51	30.39
GROUP 3	$ 38.18	30.39
GROUP 4	$ 37.04	30.39
GROUP 5	$ 35.90	30.39
UNDERGROUND:		
GROUP 1	$ 40.67	30.39
GROUP 1-A	$ 43.14	30.39
GROUP 2	$ 39.41	30.39
GROUP 3	$ 38.08	30.39
GROUP 4	$ 36.94	30.39
GROUP 5	$ 35.80	30.39

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2

cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation

and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu.

yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MARIN, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, YUBA

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

ENGI0003-019 07/26/2017

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 34.05	28.73
AREA 2	$ 36.05	28.73
GROUP 2		
AREA 1	$ 30.45	28.73
AREA 2	$ 32.45	28.73
GROUP 3		
AREA 1	$ 25.84	28.73
AREA 2	$ 27.84	28.73

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
  Area 1: Western part along the Southern portion of border
  with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
  Area 1: All but the Northern portion along the border of
  Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
  Area 1: All but the Western border with mendocino & Trinity
  Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-002 07/01/2019

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 33.58	24.66
Ornamental, Reinforcing and Structural	$ 40.00	33.30

PREMIUM PAY:

$6.00 additional per hour at the following locations:

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

$4.00 additional per hour at the following locations:

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

$2.00 additional per hour at the following locations:

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

LABO0067-001 07/01/2019

AREA ""A"" - MARIN COUNTY

AREA ""B"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer	$ 24.00	11.30

LABORER (Lead Removal)

Marin County	$ 31.81	24.61
Remaining Counties	$ 30.81	24.61

LABO0067-005 06/27/2017

AREA ""A"" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YOUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 29.54	22.17
Area B	$ 28.54	22.17
Traffic Control Person I		
Area A	$ 29.84	22.17
Area B	$ 28.84	22.17
Traffic Control Person II		
Area A	$ 27.34	22.17
Area B	$ 26.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0185-002 07/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.20	22.20

LABO0185-005 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes

Tunnel and Shaft Laborers:

GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0185-006 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 30.01	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete

chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not

listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0185-008 07/01/2018

	Rates	Fringes
Plasterer tender	$ 32.02	23.00

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

LABO0261-002 06/25/2018

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 30.54	23.65
Traffic Control Person I	$ 30.84	23.65
Traffic Control Person II	$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-004 06/25/2018

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-007 07/01/2018

MARIN AND NAPA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 32.45	22.20

LABO0261-010 06/25/2018

MARIN COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work

performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-015 07/01/2018

	Rates	Fringes
Plasterer tender	$ 32.02	23.00

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

LABO0324-004 06/25/2018

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 29.54	23.65
Traffic Control Person I	$ 29.84	23.65
Traffic Control Person II	$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-008 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 07/01/2018

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.45	22.20

LABO0324-013 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 29.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20

(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

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rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

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A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0324-019 07/01/2018

	Rates	Fringes
Plasterer tender	$ 32.02	23.00

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

PAIN0016-004 01/01/2019

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....$	42.67	24.03

PREMIUMS:
EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

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* PAIN0016-005 01/01/2019

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....$	45.23	25.64

PAIN0016-007 01/01/2019

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....$	33.68	20.24

SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-008 01/01/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.60	27.43

* PAIN0169-004 07/01/2019

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER	$ 50.62	29.10

* PAIN0567-001 07/01/2018

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller	$ 26.70	13.04
Spray Painter & Paperhanger	$ 28.04	13.04

PREMIUMS:
Special Coatings (Brush), and Sandblasting = $0.50/hr
Special Coatings (Spray), and Steeplejack = $1.00/hr
Special Coating Spray Steel = $1.25/hr
Swing Stage = $2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

* PAIN0567-007 07/01/2019

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER	$ 30.30	14.44

* PAIN0567-010 07/01/2019

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN

COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper	$ 33.41	13.63
(2) Steeplejack - Taper, over 40 ft with open space below	$ 34.91	13.63

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* PAIN0767-004 07/01/2019

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER	$ 39.06	29.31

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

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* PAIN1176-001 07/01/2019

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 37.68	15.38
GROUP 2	$ 32.03	15.38
GROUP 3	$ 32.40	15.38

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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* PAIN1237-001 01/01/2019

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada

Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 36.81	22.39

PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties	$ 32.70	31.68
AREA 355: Marin	$ 36.73	31.68
AREA 355: Napa & Sonoma Counties	$ 32.70	31.68

PLAS0300-005 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 33.49	23.67

PLUM0038-002 07/01/2019

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding hgih-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and resarch facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE	$ 74.16	43.59
(2) All other work - NEW CONSTRUCTION RATE	$ 74.16	43.59

PLUM0038-006 07/01/2019

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 63.04	31.48

PLUM0228-001 01/01/2020

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER	$ 41.25	33.14

PLUM0343-001 07/01/2019

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial	$ 30.85	20.40
All Other Work	$ 52.50	37.37

DEFINITION OF LIGHT COMMERICIAL:
Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand ($250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand ($250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand ($250,000) for the plumbing bid; and Two Hundred Fifty Thousand ($250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: $.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: $.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: $.75 per hour additional.

PLUM0350-001 08/01/2019

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 45.84	13.81

PLUM0355-001 07/01/2019

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 29.00	15.80

PLUM0442-003 01/01/2020

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER	$ 44.50	31.39

PLUM0447-001 07/01/2018

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman	$ 49.67	25.00
Light Commercial Work	$ 36.23	17.72

ROOF0081-006 08/01/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer	$ 40.10	18.88

ROOF0081-007 08/01/2019

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer	$ 38.28	18.56

SFCA0483-003 07/29/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 65.52	32.67

SFCA0669-003 04/01/2019

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER	$ 40.77	23.93

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* SHEE0104-006 07/01/2019

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
$200,000 or less	$ 53.67	44.62
All other work	$ 61.36	46.11

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* SHEE0104-009 07/01/2019

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER	$ 44.00	39.63

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* SHEE0104-010 07/01/2019

AlPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER	$ 41.20	36.84

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* SHEE0104-011 07/01/2019

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only)	$ 44.00	39.63

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* SHEE0104-014 07/01/2019

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal		

Decking and Siding only).....$ 42.33		35.30

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* SHEE0104-019 07/01/2019

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs $200,000 & under.....$	33.31	35.30
Mechanical Jobs over $200,000.....$	44.00	35.30

TEAM0094-001 07/01/2018

	Rates	Fringes
Truck drivers:		
GROUP 1.....$	31.68	27.86
GROUP 2.....$	31.98	27.86
GROUP 3.....$	32.28	27.86
GROUP 4.....$	32.63	27.86
GROUP 5.....$	32.98	27.86

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # IRON WORKER

DETERMINATION: C-20-X-1-2019-2
ISSUE DATE: August 22, 2019
EXPIRATION DATE OF DETERMINATION: June 30, 2020* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.
LOCALITY: All localities within the State of California

		Employer Payments					Straight-Time		Overtime Hourly Rate		
CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	[c]Daily 1 1/2X	[c]Saturday 1 1/2X	Sunday/ Holiday
AREA 1[a]											
Iron Worker (Ornamental, Reinforcing, Structural)	$41.50	9.95	13.32	[b]5.25	0.72	4.465	8	75.205	95.955	95.955	116.705
Fence Erector	$35.08	7.78	8.99	[b]3.87	0.51	3.585	8	59.815	77.355	77.355	94.895
AREA 2[a]											
Iron Worker (Ornamental, Reinforcing, Structural)	$40.00	9.95	13.32	[b]5.25	0.72	4.465	8	73.705	93.705	93.705	113.705
Fence Erector	$33.58	7.78	8.99	[b]3.87	0.51	3.585	8	58.315	75.105	75.105	91.895

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

[a] **AREA 1** – Alameda, Contra Costa, San Francisco, San Mateo, And Santa Clara Counties.
AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, Santa Barbara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, and Yuba Counties.

[b] Includes supplemental dues.

[c] Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday. All other overtime is at the Sunday/Holiday rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

STATE OF CALIFORNIA
Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

February 22, 2007

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING THE DETERMINATIONS ISSUED ON FEBRUARY 22, 2007 FOR METAL ROOFING SYSTEMS INSTALLER (PAGES 2J - 2J-15)

Dear Public Official/Other Interested Party:

The Division of Labor Statistics and Research (DLSR) found through the Metal Roofing Systems (Commercial Construction) Statewide Wage and Benefits Survey that there is insufficient or no data to establish a mode for metal roofing in **Alpine, Colusa, Del Norte, Glenn, Imperial, Inyo, Kern, Kings, Lake, Mariposa, Merced, Modoc, Mono, Nevada, Plumas, San Benito, San Luis Obispo, Santa Cruz, Sierra, Sutter, Tehama, Trinity, and Tuolumne** counties. The Director of Industrial Relations determined that the minimum acceptable rate for metal roofing in these counties would be one of the four rates which DLSR publishes as prevailing through broad areas of California (i.e. the Carpenter, Iron Worker, Roofer and Sheet Metal Worker rates published in the General Prevailing Wage Determinations).

These will remain the minimum rates unless and until the rate is successfully challenged, in the context of a specific job with payroll evidence that another rate prevails, under Labor Code Section 1773.4 (for a specific project) or should another party submit payroll data showing that there is a single rate prevailing in a broad labor market which includes these counties or for one of these counties, via petition meeting the requirements of under Title 8, California Code of Regulations section 16302. We will require, as the survey did, actual payroll data linked to a project on which a metal roof was installed by the worker paid that rate. Please note that in the successfully challenged county(ies), a wage and benefits survey will be conducted to determine the prevailing wage rate for this type of work.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #CARPENTER AND RELATED TRADES

DETERMINATION: NC-23-31-1-2019-2
ISSUE DATE: August 22, 2019
EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.
LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Employer Payments: Health and Welfare	Pension	Vacation/ Holiday[d]	Training	Other Payments[e]	Straight – Time: Hours	Total Hourly Rate	Daily: 1 1/2X[f]	Daily: 2X	Overtime Hourly Rate[c] Saturday[a]: 1 1/2X[g]	Saturday[a]: 2X	Sunday and Holiday[i]
[b]**Area 1**													
Carpenter	$50.50	$11.45	$10.40	$5.02	$0.98	$2.64	8	$80.99	$106.24	$131.49	$106.24	$131.49	$131.49
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	$50.65	$11.45	$10.40	$5.02	$0.98	$2.64	8	$81.14	$106.47	$131.79	$106.47	$131.79	$131.79
[b]**Area 2**													
Carpenter	$44.62	$11.45	$10.40	$5.02	$0.98	$2.64	8	$75.11	$97.42	$119.73	$97.42	$119.73	$119.73
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	$44.77	$11.45	$10.40	$5.02	$0.98	$2.64	8	$75.26	$97.65	$120.03	$97.65	$120.03	$120.03
[b]**Area 3**[j]													
Carpenter	$44.62	$11.45	$10.40	$5.02	$0.98	$2.64	8	$75.11	$97.42	$119.73	$97.42	$119.73	$119.73
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	$44.77	$11.45	$10.40	$5.02	$0.98	$2.64	8	$75.26	$97.65	$120.03	$97.65	$120.03	$120.03
[b]**Area 4**[j]													
Carpenter	$43.27	$11.45	$10.40	$5.02	$0.98	$2.64	8	$73.76	$95.40	$117.03	$95.40	$117.03	$117.03
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	$43.42	$11.45	$10.40	$5.02	$0.98	$2.64	8	$73.91	$95.62	$117.33	$95.62	$117.33	$117.33

DETERMINATION: NC-23-31-1-2019-2A
ISSUE DATE: August 22, 2019
EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.
LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Employer Payments: Health and Welfare	Pension	Vacation/ Holiday[d]	Training	Other Payments[e]	Straight – Time: Hours	Total Hourly Rate	Daily: 1 1/2X[f]	Daily: 2X	Overtime Hourly Rate[c] Saturday[a]: 1 1/2X[g]	Saturday[a]: 2X	Sunday and Holiday[i]
Bridge Builder/Highway Carpenter	$50.50	$11.45	$10.40	$5.02	$0.98	$2.64	8.0	$80.99	$106.24	$131.49	$106.24	$131.49	$131.49
Bridge Builder/Highway Carpenter (Special Single Shift)	$56.81	$11.45	$10.40	$5.02	$0.98	$2.64	8.0	$87.30	$115.71	$144.11	$115.71	$144.11	$144.11

Footnote and Millwright listed on page 34A

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34A)

DETERMINATION: NC-23-31-1-2019-2B
ISSUE DATE: August 22, 2019
EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.
LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Employer Payments: Health and Welfare	Pension	Vacation/ Holiday[d]	Training	Other Payments[h]	Straight – Time: Hours	Total Hourly Rate	Overtime Hourly Rate[c]: Daily 1 1/2X[f]	Daily 2X	Saturday[a] 1 1/2X[g]	Saturday[a] 2X	Sunday and Holiday[i]
[b]**Area 1** Millwright	$50.60	$11.45	$10.40	$5.11	$0.98	$4.15	8	$82.69	$107.99	$133.29	$107.99	$133.29	$133.29
[b]**Area 2** Millwright	$47.12	$11.45	$10.40	$5.11	$0.98	$4.15	8	$79.21	$102.77	$126.33	$102.77	$126.33	$126.33
[b]**Area 3**[j] Millwright	$47.12	$11.45	$10.40	$5.11	$0.98	$4.15	8	$79.21	$102.77	$126.33	$102.77	$126.33	$126.33
[b]**Area 4**[j] Millwright	$45.77	$11.45	$10.40	$5.11	$0.98	$4.15	8	$77.86	$100.75	$123.63	$100.75	$123.63	$123.63

DETERMINATION: NC-23-31-1-2019-2, NC-23-31-1-2019-2A and NC-23-31-1-2019-2B

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

[a] In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rates.

[b] **AREA 1** - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.
AREA 2 - Monterey, San Benito, and Santa Cruz Counties.
AREA 3 - El Dorado, Placer, Sacramento, San Joaquin and Yolo Counties.
AREA 4 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.

[c] The overtime rates for shift work are based on the non-shift overtime rates.

[d] Includes an amount per hour worked for Work Fees. The Vacation amount is $2.95 per hour worked for Carpenter; $2.85 per hour worked for Millwright.

[e] Includes Annuity Trust Fund, Industry Promotion, Carpenters International Training Fund, Work Preservation, Carpenter Employers Contract Administration, and Vacation/Holiday/Sick Leave Admin.

[f] For building construction, rate applies to the first 4 hours daily overtime. For all heavy, highway and engineering construction overtime worked, Monday through Friday, rate applies to the first 4 hours daily overtime.

[g] Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.

[h] Millwright Annuity Trust Fund, Industry Promotion, Work Preservation, Carpenters International Training Fund, and Vacation/Holiday/Sick Leave Admin.

[i] Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday Provision.

[j] Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #CARPENTER AND RELATED TRADES (SECOND SHIFT)*

DETERMINATION: NC-23-31-1-2019-2
ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Employer Payments: Health and Welfare	Pension	Vacation/ Holiday[e]	Training	Other Payments[f]	Straight – Time: Hours[g]	Total Hourly Rate	Overtime Hourly Rate[a]: Daily 1 1/2X[h]	Daily 2X	Saturday[b] 1 1/2X[i]	Saturday[b] 2X	Sunday and Holiday[k]
[c]Area 1													
Carpenter	$53.87	$11.45	$10.40	$5.02	$0.98	$2.64	7.5	$84.36	$106.24	$131.49	$106.24	$131.49	$131.49
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	$54.03	$11.45	$10.40	$5.02	$0.98	$2.64	7.5	$84.52	$106.47	$131.79	$106.47	$131.79	$131.79
[c]Area 2													
Carpenter	$47.59	$11.45	$10.40	$5.02	$0.98	$2.64	7.5	$78.08	$97.42	$119.73	$97.42	$119.73	$119.73
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	$47.75	$11.45	$10.40	$5.02	$0.98	$2.64	7.5	$78.24	$97.65	$120.03	$97.65	$120.03	$120.03
[c]Area 3[j]													
Carpenter	$47.59	$11.45	$10.40	$5.02	$0.98	$2.64	7.5	$78.08	$97.42	$119.73	$97.42	$119.73	$119.73
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	$47.75	$11.45	$10.40	$5.02	$0.98	$2.64	7.5	$78.24	$97.65	$120.03	$97.65	$120.03	$120.03
[c]Area 4[j]													
Carpenter	$46.15	$11.45	$10.40	$5.02	$0.98	$2.64	7.5	$76.64	$95.40	$117.03	$95.40	$117.03	$117.03
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	$46.31	$11.45	$10.40	$5.02	$0.98	$2.64	7.5	$76.80	$95.62	$117.33	$95.62	$117.33	$117.33

DETERMINATION: NC-23-31-1-2019-2A
ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Employer Payments: Health and Welfare	Pension	Vacation/ Holiday[e]	Training	Other Payments[f]	Straight – Time: Hours[g]	Total Hourly Rate	Overtime Hourly Rate[a]: Daily 1 1/2X[h]	Daily 2X	Saturday[b] 1 1/2X[i]	Saturday[b] 2X	Sunday and Holiday[k]
Bridge Builder/Highway Carpenter	$53.87	$11.45	$10.40	$5.02	$0.98	$2.64	7.5	$84.36	$106.24	$131.49	$106.24	$131.49	$131.49

Continued on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)

DETERMINATION: NC-23-31-1-2019-2B
ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Employer Payments: Health and Welfare	Pension	Vacation/ Holiday[c]	Training	Other Payments[j]	Straight – Time: Hours[g]	Total Hourly Rate	Overtime Hourly Rate[a]: Daily 1 1/2X[h]	Daily 2X	Saturday[b] 1 1/2X[i]	Saturday[b] 2X	Sunday and Holiday[k]
[c] **Area 1** Millwright	$53.97	$11.45	$10.40	$5.11	$0.98	$4.15	7.5	$86.06	$107.99	$133.29	$107.99	$133.29	$133.29
[c] **Area 2** Millwright	$50.26	$11.45	$10.40	$5.11	$0.98	$4.15	7.5	$82.35	$102.77	$126.33	$102.77	$126.33	$126.33
[c] **Area 3**[d] Millwright	$50.26	$11.45	$10.40	$5.11	$0.98	$4.15	7.5	$82.35	$102.77	$126.33	$102.77	$126.33	$126.33
[c] **Area 4**[d] Millwright	$48.82	$11.45	$10.40	$5.11	$0.98	$4.15	7.5	$80.91	$100.75	$123.63	$100.75	$123.63	$123.63

DETERMINATION: NC-23-31-1-2019-2, NC-23-31-1-2019-2A and NC-23-31-1-2019-2B (FOR SECOND AND THIRD SHIFTS)

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

* Does not apply to tenant improvement or renovation projects in occupied buildings with a total contract value of $5 million or less.

[a] The overtime rates for shift work are based on the non-shift overtime rates on page 34.

[b] In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rates.

[c] **AREA 1** - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.
AREA 2 - Monterey, San Benito, and Santa Cruz Counties.
AREA 3 - El Dorado, Placer, Sacramento, San Joaquin and Yolo Counties.
AREA 4 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.

[d] Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

[e] Includes an amount per hour worked for Work Fees. The Vacation amount is $2.95 per hour worked for Carpenter; $2.85 per hour worked for Millwright.

[f] Annuity Trust Fund, Industry Promotion, Carpenters International Training Fund, Carpenter Employers Contract Administration, and Vacation/Holiday/Sick Leave Admin.

[g] Daily overtime applies after 7 ½ hours worked at the straight-time rate for second shift and after 7 hours worked at the straight-time rate for third shift.

[h] For building construction, rate applies to the first 2 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not to exceed a total of 4 hours in any 1 work day. For heavy, highway and engineering construction rate applies to the first 4 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not to exceed a total of 4 hours in any 1 work day

[i] Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.

[j] Millwright Annuity Trust Fund, Industry Promotion, Carpenters International Training Fund, Work Preservation, and Vacation/Holiday/Sick Leave Admin.

[k] Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday Provision.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #CARPENTER AND RELATED TRADES (THIRD SHIFT)*

DETERMINATION: NC-23-31-1-2019-2
ISSUE DATE: August 22, 2019
EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.
LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Employer Payments: Health and Welfare	Pension	Vacation/ Holiday[c]	Training	Other Payments[f]	Straight – Time: Hours[g]	Total Hourly Rate	Overtime Hourly Rate[a]: Daily 1 1/2X[h]	Daily 2X	Saturday[b] 1 1/2X[i]	Saturday[b] 2X	Sunday and Holiday[k]
[c]**Area 1**													
Carpenter	$57.71	$11.45	$10.40	$5.02	$0.98	$2.64	7	$88.20	$106.24	$131.49	$106.24	$131.49	$131.49
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	$57.89	$11.45	$10.40	$5.02	$0.98	$2.64	7	$88.38	$106.47	$131.79	$106.47	$131.79	$131.79
[c]**Area 2**													
Carpenter	$50.99	$11.45	$10.40	$5.02	$0.98	$2.64	7	$81.48	$97.42	$119.73	$97.42	$119.73	$119.73
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	$51.17	$11.45	$10.40	$5.02	$0.98	$2.64	7	$81.66	$97.65	$120.03	$97.65	$120.03	$120.03
[c]**Area 3**[l]													
Carpenter	$50.99	$11.45	$10.40	$5.02	$0.98	$2.64	7	$81.48	$97.42	$119.73	$97.42	$119.73	$119.73
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	$51.17	$11.45	$10.40	$5.02	$0.98	$2.64	7	$81.66	$97.65	$120.03	$97.65	$120.03	$120.03
[c]**Area 4**[l]													
Carpenter	$49.45	$11.45	$10.40	$5.02	$0.98	$2.64	7	$79.94	$95.40	$117.03	$95.40	$117.03	$117.03
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	$49.62	$11.45	$10.40	$5.02	$0.98	$2.64	7	$80.11	$95.62	$117.33	$95.62	$117.33	$117.33

Footnotes listed on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)

DETERMINATION: NC-23-31-1-2019-2A
ISSUE DATE: August 22, 2019
EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate[a]				
		Health and Welfare	Pension	Vacation/ Holiday[e]	Training	Other Payments[f]	Hours[g]	Total Hourly Rate	Daily 1 1/2X[h]	2X	Saturday[b] 1 1/2X[i]	2X	Sunday and Holiday[k]
Bridge Builder/Highway Carpenter	$57.71	$11.45	$10.40	$5.02	$0.98	$2.64	7	$88.20	$106.24	$131.49	$106.24	$131.49	$131.49

DETERMINATION: NC-23-31-1-2019-2B
ISSUE DATE: August 22, 2019
EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate[a]				
		Health and Welfare	Pension	Vacation/ Holiday[e]	Training	Other Payments[j]	Hours[g]	Total Hourly Rate	Daily 1 1/2X[h]	2X	Saturday[b] 1 1/2X[i]	2X	Sunday and Holiday[k]
[c] **Area 1** Millwright	$57.83	$11.45	$10.40	$5.11	$0.98	$4.15	7	$89.92	$107.99	$133.29	$107.99	$133.29	$133.29
[c] **Area 2** Millwright	$53.85	$11.45	$10.40	$5.11	$0.98	$4.15	7	$85.94	$102.77	$126.33	$102.77	$126.33	$126.33
[c] **Area 3**[d] Millwright	$53.85	$11.45	$10.40	$5.11	$0.98	$4.15	7	$85.94	$102.77	$126.33	$102.77	$126.33	$126.33
[c] **Area 4**[d] Millwright	$52.31	$11.45	$10.40	$5.11	$0.98	$4.15	7	$84.40	$100.75	$123.63	$100.75	$123.63	$123.63

Footnotes listed on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #DRYWALL INSTALLER/LATHER (CARPENTER)

DETERMINATION: NC-31-X-16-2019-1
ISSUE DATE: August 22, 2019
EXPIRATION DATE OF DETERMINATION: June 30, 2020**. The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.
LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties.

		Employer Payments					Straight-Time		Overtime Hourly Rate		
CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday[g]	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday 1 1/2X	Sunday and Holiday
[a] Area 1											
Drywall Installer/ Lather	$50.50	$11.45	[f]$13.15	$5.02	$0.92	$1.09	8	$82.13	[h]$107.38	[h]$107.38	$132.63
Stocker, Scrapper[e]	25.25	11.45	[f]5.84	4.97	-	0.10	8	47.61	[h]60.235	[h]60.235	72.86
Stocker, Scrapper	25.25	11.45	1.44	4.97	-	0.10	8	43.21	[h]55.835	[h]55.835	68.46
[b] Area 2											
Drywall Installer/ Lather	44.62	11.45	[f]13.15	5.02	0.92	1.09	8	76.25	[h]98.56	[h]98.56	120.87
Stocker, Scrapper[e]	22.31	11.45	[f]5.84	4.97	-	0.10	8	44.67	[h]55.825	[h]55.825	66.98
Stocker, Scrapper	22.31	11.45	1.44	4.97	-	0.10	8	40.27	[h]51.425	[h]51.425	62.58
[c] Area 3											
Drywall Installer/ Lather	45.12	11.45	[f]13.15	5.02	0.92	1.09	8	76.75	[h]99.31	[h]99.31	121.87
Stocker, Scrapper[e]	22.56	11.45	[f]5.84	4.97	-	0.10	8	44.92	[h]56.20	[h]56.20	67.48
Stocker, Scrapper	22.56	11.45	1.44	4.97	-	0.10	8	40.52	[h]51.80	[h]51.80	63.08
[d] Area 4											
Drywall Installer/ Lather	43.77	11.45	[f]13.15	5.02	0.92	1.09	8	75.40	[h]97.285	[h]97.285	119.17
Stocker, Scrapper[e]	21.89	11.45	[f]5.84	4.97	-	0.10	8	44.25	[h]55.195	[h]55.195	66.14
Stocker, Scrapper	21.89	11.45	1.44	4.97	-	0.10	8	39.85	[h]50.795	[h]50.795	61.74

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

[a] **Area 1** - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma counties.
[b] **Area 2** - Monterey, San Benito, and Santa Cruz Counties.
[c] **Area 3** - El Dorado[i], Placer[i], Sacramento, San Joaquin, and Yolo Counties.
[d] **Area 4** - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado[i], Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer[i], Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.
[e] Employed by the same contractor for 2000 hours (consecutively or cumulatively).
[f] Includes an amount for Annuity Trust Fund.
[g] Includes an amount for Work Fees.
[h] Rate applies to the first 4 overtime hours Monday through Friday and the first 8 hours on Saturday. All other time is paid at the Sunday and Holiday overtime rate. Saturdays may be worked at straight time if job is shut down during Monday through Friday due to inclement weather or major mechanical breakdown.
[i] Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #DRYWALL INSTALLER/LATHER (CARPENTER) (SECOND SHIFT)

DETERMINATION: NC-31-X-16-2019-1
ISSUE DATE: August 22, 2019
EXPIRATION DATE OF DETERMINATION: June 30, 2020**. The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.
LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties.

		Employer Payments					Straight-Time		Overtime Hourly Rate		
CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday[g]	Training	Other Payments	Hours[j]	Total Hourly Rate	Daily 1 1/2X	Saturday 1 1/2X	Sunday and Holiday[k]
[a] **Area 1**											
Drywall Installer/ Lather	$59.26	$11.45	[f]$13.15	$5.02	$0.92	$1.09	7.5	$90.89	[h]$120.52	[h]$120.52	$150.15
Stocker, Scrapper[e]	29.62	11.45	[f]5.84	4.97	-	0.10	7.5	51.98	[h]66.79	[h]66.79	81.60
Stocker, Scrapper	29.62	11.45	1.44	4.97	-	0.10	7.5	47.58	[h]62.39	[h]62.39	77.20
[b] **Area 2**											
Drywall Installer/ Lather	52.35	11.45	[f]13.15	5.02	0.92	1.09	7.5	83.98	[h]110.155	[h]110.155	136.33
Stocker, Scrapper[e]	26.18	11.45	[f]5.84	4.97	-	0.10	7.5	48.54	[h]61.63	[h]61.63	74.72
Stocker, Scrapper	26.18	11.45	1.44	4.97	-	0.10	7.5	44.14	[h]57.23	[h]57.23	70.32
[c] **Area 3**											
Drywall Installer/ Lather	52.94	11.45	[f]13.15	5.02	0.92	1.09	7.5	84.57	[h]111.04	[h]111.04	137.51
Stocker, Scrapper[e]	26.47	11.45	[f]5.84	4.97	-	0.10	7.5	48.83	[h]62.065	[h]62.065	75.30
Stocker, Scrapper	26.47	11.45	1.44	4.97	-	0.10	7.5	44.43	[h]57.665	[h]57.665	70.90
[d] **Area 4**											
Drywall Installer/ Lather	51.36	11.45	[f]13.15	5.02	0.92	1.09	7.5	82.99	[h]108.67	[h]108.67	134.35
Stocker, Scrapper[e]	25.67	11.45	[f]5.84	4.97	-	0.10	7.5	48.03	[h]60.865	[h]60.865	73.70
Stocker, Scrapper	25.67	11.45	1.44	4.97	-	0.10	7.5	43.63	[h]56.465	[h]56.465	69.30

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

[a] **Area 1** - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma counties.
[b] **Area 2** - Monterey, San Benito, and Santa Cruz Counties.
[c] **Area 3** - El Dorado[i], Placer[i], Sacramento, San Joaquin, and Yolo Counties.
[d] **Area 4** - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado[i], Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer[i], Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.
[e] Employed by the same contractor for 2000 hours (consecutively or cumulatively).
[f] Includes an amount for Annuity Trust Fund.
[g] Includes an amount for Work Fees.
[h] Rate applies to the first 4 overtime hours Monday through Friday and the first 7.5 hours on Saturday. All other time is paid at the Sunday and Holiday overtime rate. Saturdays may be worked at straight time if job is shut down during Monday through Friday due to inclement weather or major mechanical breakdown.
[i] Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.
[j] Daily overtime applies after 7 ½ hours worked at the straight-time rate for second shift and after 7 hours worked at the straight-time rate for third shift.
[k] Time and one-half shall be paid for the first 7.5 hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday Provision.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #DRYWALL INSTALLER/LATHER (CARPENTER) (Third Shift)

DETERMINATION: NC-31-X-16-2019-1
ISSUE DATE: August 22, 2019
EXPIRATION DATE OF DETERMINATION: June 30, 2020**. The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.
LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties.

		Employer Payments					Straight-Time		Overtime Hourly Rate		
CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday[g]	Training	Other Payments	Hours[j]	Total Hourly Rate	Daily 1 1/2X	Saturday 1 1/2X	Sunday and Holiday[k]
[a] Area 1											
Drywall Installer/ Lather	$63.48	$11.45	[f]$13.15	$5.02	$0.92	$1.09	7	$95.11	[h]$126.85	[h]$126.85	$158.59
Stocker, Scrapper[c]	31.75	11.45	[f]5.84	4.97	-	0.10	7	54.11	[h]69.985	[h]69.985	85.86
Stocker, Scrapper	31.75	11.45	1.44	4.97	-	0.10	7	49.71	[h]65.585	[h]65.585	81.46
[b] Area 2											
Drywall Installer/ Lather	56.09	11.45	[f]13.15	5.02	0.92	1.09	7	87.72	[h]115.765	[h]115.765	143.81
Stocker, Scrapper[c]	28.05	11.45	[f]5.84	4.97	-	0.10	7	50.41	[h]64.435	[h]64.435	78.46
Stocker, Scrapper	28.05	11.45	1.44	4.97	-	0.10	7	46.01	[h]60.035	[h]60.035	74.06
[c] Area 3											
Drywall Installer/ Lather	56.73	11.45	[f]13.15	5.02	0.92	1.09	7	88.36	[h]116.725	[h]116.725	145.09
Stocker, Scrapper[c]	28.36	11.45	[f]5.84	4.97	-	0.10	7	50.72	[h]64.90	[h]64.90	79.08
Stocker, Scrapper	28.36	11.45	1.44	4.97	-	0.10	7	46.32	[h]60.50	[h]60.50	74.68
[d] Area 4											
Drywall Installer/ Lather	55.02	11.45	[f]13.15	5.02	0.92	1.09	7	86.65	[h]114.16	[h]114.16	141.67
Stocker, Scrapper[c]	27.51	11.45	[f]5.84	4.97	-	0.10	7	49.87	[h]63.625	[h]63.625	77.38
Stocker, Scrapper	27.51	11.45	1.44	4.97	-	0.10	7	45.47	[h]59.225	[h]59.225	72.98

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

[a] **Area 1** - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma counties.
[b] **Area 2** - Monterey, San Benito, and Santa Cruz Counties.
[c] **Area 3** - El Dorado[i], Placer[i], Sacramento, San Joaquin, and Yolo Counties.
[d] **Area 4** - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado[i], Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer[i], Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.
[c] Employed by the same contractor for 2000 hours (consecutively or cumulatively).
[f] Includes an amount for Annuity Trust Fund.
[g] Includes an amount for Work Fees.
[h] Rate applies to the first 4 overtime hours Monday through Friday and the first 7 hours on Saturday. All other time is paid at the Sunday and Holiday overtime rate. Saturdays may be worked at straight time if job is shut down during Monday through Friday due to inclement weather or major mechanical breakdown.
[i] Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.
[j] Daily overtime applies after 7 ½ hours worked at the straight-time rate for second shift and after 7 hours worked at the straight-time rate for third shift.
[k] Time and one-half shall be paid for the first 7 hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday Provision.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: NC-23-102-1-2019-2
ISSUE DATE: August 22, 2019
EXPIRATION DATE OF DETERMINATION: June 28, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.
LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

Classification[a] (Journeyperson)	Basic Hourly Rate[g]	Employer Payments: Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Straight-Time Hours[f]	Total Hourly Rate	Overtime Hourly Rate: Daily 1 1/2X	Saturday[b] 1 1/2X	Sunday/ Holiday 2X
AREA 1[c]											
Construction Specialist	32.49	8.50	12.55	3.05	0.50	0.25	8	57.34	73.59	73.59	89.83
Group 1; Group 1(B)[e]	31.79	8.50	12.55	3.05	0.50	0.25	8	56.64	72.54	72.54	88.43
Group 1 (A)	32.01	8.50	12.55	3.05	0.50	0.25	8	56.86	72.87	72.87	88.87
Group 1 (C)	31.84	8.50	12.55	3.05	0.50	0.25	8	56.69	72.61	72.61	88.53
Group 1 (E)	32.34	8.50	12.55	3.05	0.50	0.25	8	57.19	73.36	73.36	89.53
Group 1 (G)	31.99	8.50	12.55	3.05	0.50	0.25	8	56.84	72.84	72.84	88.83
Group 2	31.64	8.50	12.55	3.05	0.50	0.25	8	56.49	72.31	72.31	88.13
Group 3; Group 3(A)	31.54	8.50	12.55	3.05	0.50	0.25	8	56.39	72.16	72.16	87.93
Group 4; Group 6(B)	25.23	8.50	12.55	3.05	0.50	0.25	8	50.08	62.70[d]	62.70[d]	75.31[d]
Group 6	32.75	8.50	12.55	3.05	0.50	0.25	8	57.60	73.98	73.98	90.35
Group 6 (A)	32.25	8.50	12.55	3.05	0.50	0.25	8	57.10	73.23	73.23	89.35
Group 6 (C)	31.66	8.50	12.55	3.05	0.50	0.25	8	56.51	72.34	72.34	88.17
Group 6 (D)	32.37	8.50	12.55	3.05	0.50	0.25	8	57.22	73.41	73.41	89.59
Group 6 (E)	31.39	8.50	12.55	3.05	0.50	0.25	8	56.24	71.94	71.94	87.63
Group 7 – Stage 1 (1st 6 months)	22.08	8.50	12.55	3.05	0.50	0.25	8	46.93	57.97	57.97	69.01
Stage 2 (2nd 6 months)	25.23	8.50	12.55	3.05	0.50	0.25	8	50.08	62.70	62.70	75.31
Stage 3 (3rd 6 months)	28.39	8.50	12.55	3.05	0.50	0.25	8	53.24	67.44	67.44	81.63
AREA 2[c]											
Construction Specialist	31.49	8.50	12.55	3.05	0.50	0.25	8	56.34	72.09	72.09	87.83
Group 1; Group 1(B)[e]	30.79	8.50	12.55	3.05	0.50	0.25	8	55.64	71.04	71.04	86.43
Group 1 (A)	31.01	8.50	12.55	3.05	0.50	0.25	8	55.86	71.37	71.37	86.87
Group 1 (C)	30.84	8.50	12.55	3.05	0.50	0.25	8	55.69	71.11	71.11	86.53
Group 1 (E)	31.34	8.50	12.55	3.05	0.50	0.25	8	56.19	71.86	71.86	87.53
Group 2	30.64	8.50	12.55	3.05	0.50	0.25	8	55.49	70.81	70.81	86.13
Group 3; Group 3(A)	30.54	8.50	12.55	3.05	0.50	0.25	8	55.39	70.66	70.66	85.93
Group 4; Group 6(B)	24.23	8.50	12.55	3.05	0.50	0.25	8	49.08	61.20[d]	61.20[d]	73.31[d]
Group 6	31.75	8.50	12.55	3.05	0.50	0.25	8	56.60	72.48	72.48	88.35
Group 6 (A)	31.25	8.50	12.55	3.05	0.50	0.25	8	56.10	71.73	71.73	87.35
Group 6 (C)	30.66	8.50	12.55	3.05	0.50	0.25	8	55.51	70.84	70.84	86.17
Group 6 (D)	31.37	8.50	12.55	3.05	0.50	0.25	8	56.22	71.91	71.91	87.59
Group 6 (E)	30.39	8.50	12.55	3.05	0.50	0.25	8	55.24	70.44	70.44	85.63
Group 7 – Stage 1 (1st 6 months)	21.38	8.50	12.55	3.05	0.50	0.25	8	46.23	56.92	56.92	67.61
Stage 2 (2nd 6 months)	24.43	8.50	12.55	3.05	0.50	0.25	8	49.28	61.50	61.50	73.71
Stage 3 (3rd 6 months)	27.49	8.50	12.55	3.05	0.50	0.25	8	52.34	66.09	66.09	79.83

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.

a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE $0.25 PER PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.
GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE $0.50 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

c **AREA 1** - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.
AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.

d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.

f WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 ½) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.

g ZONE PAY AT THREE DOLLARS ($3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISION FOR MAP DESCRIPTION AND EXCEPTIONS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/DPREWAGEDETERMINATION.HTM. HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/DPREWAGEDETERMINATION.HTM. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

DETERMINATION: NC-23-102-1-2019-2 and NC-23-102-1-2019-2A

CONSTRUCTION SPECIALIST
ASPHALT IRONERS AND RAKERS
CHAINSAW
CONCRETE DIAMOND CHAINSAW
LASER BEAM IN CONNECTION WITH LABORER'S WORK
MASONRY AND PLASTER TENDER
MECHANICAL PIPE LAYER-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER
CAST IN PLACE MANHOLE FORM SETTERS
PRESSURE PIPELAYERS
DAVIS TRENCHER – 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS)
STATE LICENSED BLASTERS AS DESIGNATED
DIAMOND DRILLERS
DIAMOND CORE DRILLER
MULTIPLE UNIT DRILLS
HIGH SCALERS (INCLUDING DRILLING OF SAME)
HYDRAULIC DRILLS
CERTIFIED WELDER

GROUP 1 (FOR CONTRA COSTA COUNTY ONLY, USE GROUP 1 (G) FOR SOME OF THE FOLLOWING CLASSIFICATIONS)
ASPHALT SPREADER BOXES (ALL TYPES)
BARKO, WACKER AND SIMILAR TYPE TAMPERS
BUGGYMOBILE
CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYERS
CERTIFIED ASBESTOS AND MOLD REMOVAL WORKER
CERTIFIED HAZARDOUS WASTE WORKER (INCLUDING LEAD ABATEMENT)
COMPACTORS OF ALL TYPES
CONCRETE AND MAGNESITE MIXER AND ½ YARD
CONCRETE PAN WORK
CONCRETE SANDERS, CONCRETE SAW
CRIBBERS AND/OR SHORING
CUT GRANITE CURB SETTER
DRI PAK-IT MACHINE
FALLER, LOGLOADER AND BUCKER
FORM RAISERS, SLIP FORMS
GREEN CUTTERS
HEADERBOARD MEN, HUBSETTERS, ALIGNERS BY ANY METHOD
HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER, 100 LBS. PRESSURE/OVER)
HYDRO SEEDER AND SIMILAR TYPE
JACKHAMMER OPERATORS
JACKING OF PIPE OVER 12 INCHES
JACKSON AND SIMILAR TYPE COMPACTORS
KETTLEMEN, POTMEN, AND MEN APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING DIPPING, OR HANDLING OF SUCH MATERIALS)
LAGGING, SHEETING, WHALING, BRACING, TRENCH-JACKING, LAGGING HAMMER
MAGNESITE, EPOXY RESIN, FIBER GLASS AND MASTIC WORKERS (WET/DRY)
NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS
PAVEMENT BREAKERS AND SPADERS, INCLUDING TOOL GRINDER
PERMA CURBS
PRECAST-MANHOLE SETTERS
PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING)
PRESSURE PIPE TESTER
POST HOLE DIGGERS-AIR, GAS, AND ELECTRIC POWER BROOM SWEEPERS
POWER TAMPERS OF ALL TYPES, EXCEPT AS SHOWN IN GROUP 2
RAM SET GUN AND STUD GUN
RIPRAP-STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF SACKED CONCRETE AND/OR SAND (WET OR DRY) AND GABIONS AND SIMILAR TYPE
ROTARY SCARIFIER OR MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER
ROTO AND DITCH WITCH
ROTOTILLER
SAND BLASTERS, POTMEN, GUNMEN, AND NOZZLEMEN
SIGNALING AND RIGGING
SKILLED WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS, DOORS, PLUMBING AND ELECTRIC FIXTURES)
TANK CLEANERS
TREE CLIMBERS
TRENCHLESS TECHNOLOGY LABORER- PIPE INSTALLATION, BURSTING, RELINING, OR SIMILAR
TRENCHLESS LABORER'S WORK, CAMERA CONTROLLER
TURBO BLASTER
VIBRA-SCREED-BULL FLOAT IN CONNECTION WITH LABORER'S WORK
VIBRATORS

GROUP 1 (A)
ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER & EXPLOSIVES OF WHATEVER TYPE, REGARDLESS OF METHOD USED FOR LOADING AND PLACING
JOY DRILL MODEL TWM-2A
GARDENER-DENVER MODEL DH 143 AND SIMILAR TYPE DRILLS
TRACK DRILLERS
JACK LEG DRILLERS
WAGON DRILLERS
MECHANICAL DRILLERS-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER
BLASTERS AND POWDERMAN
TREE TOPPER
BIT GRINDER

GROUP 1 (B) -- SEE GROUP 1 RATES
SEWER CLEANERS (ANY WORKMEN WHO HANDLE OR COME IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS) SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHALL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

GROUP 1 (C)
BURNING AND WELDING IN CONNECTION WITH LABORER'S WORK
SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING

GROUP 1 (D)
SEE FOOTNOTE A ON PAGE 49

GROUP 1 (E)
WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS (DEEP FOOTINGS IS A HOLE 15 FEET OR MORE IN DEPTH)
SHAFT IS AN EXCAVATION OVER FIFTEEN (15) FEET DEEP OF ANY TYPE

GROUP 1 (G) APPLIES ONLY TO WORK IN CONTRA COSTA COUNTY
PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING), CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYER, PRESSURE PIPE TESTER, NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS, PRECAST MANHOLE SETTERS, CAST IN PLACE MANHOLE FORM SETTERS IN CONTRA COSTA COUNTY ONLY

GROUP 1(H)
SEE FOOTNOTE A ON PAGE 49

GROUP 2
ASPHALT SHOVELERS
CEMENT DUMPERS AND HANDLING DRY CEMENT OR GYPSUM
CHOKE-SETTER AND RIGGER (CLEARING WORK)
CONCRETE BUCKET DUMPER AND CHUTEMAN
CONCRETE CHIPPING AND GRINDING
CONCRETE LABORERS (WET OR DRY)
DRILLERS HELPER, CHUCK TENDER, NIPPER (ONE CHUCKTENDER ON SINGLE MACHINE OPERATION WITH MINIMUM OF ONE CHUCKTENDER FOR EACH TWO MACHINES ON MULTIPLE MACHINE OPERATION. JACKHAMMERS IN NO WAY INVOLVED IN THIS ITEM.)
GUINEA CHASER (STAKEMAN), GROUT CREW
HIGH PRESSURE NOZZLEMAN, ADDUCTORS
HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE)
LOADING AND UNLOADING, CARRYING AND HANDLING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION
PITTSBURGH CHIPPER, AND SIMILAR TYPE BRUSH SHREDDERS
SEMI-SKILLED WRECKER (SALVAGING OF OTHER BUILDING MATERIALS) – SEE ALSO SKILLED WRECKER (GROUP 1)
SLOPER
SINGLEFOOT, HAND HELD, PNEUMATIC TAMPER
ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1 (F)
JACKING OF PIPE-UNDER 12 INCHES

GROUP 3
CONSTRUCTION LABORERS INCLUDING BRIDGE LABORERS, GENERAL LABORERS AND CLEANUP LABORERS
DEMOLITION WORKER
DUMPMAN, LOAD SPOTTER
FLAGPERSON/PEDESTRIAN MONITOR
FIRE WATCHER
FENCE ERECTORS, INCLUDING TEMPORARY FENCING
GUARDRAIL ERECTORS
GARDENER, HORTICULTURAL AND LANDSCAPE LABORERS (SEE GROUP 4, FOR LANDSCAPE MAINTENANCE ON NEW CONSTRUCTION DURING PLANT ESTABLISHMENT PERIOD)
JETTING
LIMBERS, BRUSH LOADERS, AND PILERS
PAVEMENT MARKERS (BUTTON SETTERS)
PAVERS/INTERLOCKING PAVERS (ALL TYPES) AND INTERLOCKING PAVER MACHINES MAINTENANCE, REPAIR TRACKMEN AND ROAD BEDS
STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS
TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR
TOOL ROOM ATTENDANT (JOBSITE ONLY)
WHEELBARROW, INCLUDING POWER DRIVEN

GROUP 3 (A) -- SEE GROUP 3 RATES
COMPOSITE CREW PERSON (OPERATION OF VEHICLES, WHEN IN CONJUNCTION WITH LABORER'S DUTIES)

GROUP 4
ALL FINAL CLEANUP OF DEBRIS, GROUNDS AND BUILDINGS NEAR THE COMPLETION OF THE PROJECT INCLUDING BUT NOT LIMITED TO STREET CLEANERS (NOT APPLICABLE TO ENGINEERING OR HEAVY HIGHWAY PROJECTS)
CLEANING AND WASHING WINDOWS (NEW CONSTRUCTION ONLY), SERVICE LANDSCAPE LABORERS (SUCH AS GARDENER, HORTICULTURE, MOWING, TRIMMING, REPLANTING, WATERING DURING PLANT ESTABLISHMENT PERIOD) ON NEW CONSTRUCTION
BRICK CLEANERS (JOB SITE ONLY)
MATERIAL CLEANERS (JOB SITE ONLY)

NOTE: AN ADDITIONAL DETERMINATION FOR LANDSCAPE MAINTENANCE WORK AFTER THE PLANT ESTABLISHMENT PERIOD OR WARRANTY PERIOD IS PUBLISHED ON PAGE 57 OF THESE GENERAL DETERMINATIONS.

GROUP 6
STRUCTURAL NOZZLEMAN

GROUP 6 (A)
NOZZLEMAN (INCLUDING GUNMAN, POTMAN)
RODMAN
GROUNDMAN

GROUP 6 (B) -- SEE GROUP 4 RATES
GUNITE TRAINEE (ONE GUNITE LABORER SHALL BE ALLOWED FOR EACH THREE (3) JOURNEYMAN (GROUP 6, 6A, 6C, OR GENERAL LABORER) ON A CREW. IN THE ABSENCE OF THE JOURNEYMAN, THE GUNITE TRAINEE RECEIVES THE JOURNEYMAN SCALE.).
NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

GROUP 6 (C)
REBOUNDMAN

GROUP 6 (D)
ALIGNER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

GROUP 6 (E)
ALIGNER HELPER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

GROUP 7
ENTRY LEVEL LANDSCAPE LABORER (RATIO FOR ENTRY LEVEL IS ONE IN THREE. AT LEAST ONE SECOND PERIOD ENTRY LEVEL AND AT LEAST ONE THIRD PERIOD ENTRY LEVEL MUST BE EMPLOYED BEFORE EMPLOYING ANOTHER FIRST PERIOD TRAINEE).
NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)

DETERMINATION: NC-23-102-1-2019-2A
ISSUE DATE: August 22, 2019
EXPIRATION DATE OF DETERMINATION: June 28, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director-Research Unit for specific rates at (415) 703-4774.
LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

		Employer Payments					Straight-Time		Overtime Hourly Rate		
Classification[a] (Journeyperson)	Basic Hourly Rate[f]	Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday[b] 1 1/2X	Sunday/ Holiday 2X
AREA 1[c]											
Construction Specialist	35.49	8.50	12.55	3.05	0.50	0.25	8	60.34	78.09	78.09	95.83
Group 1; Group 1(B)[e]	34.79	8.50	12.55	3.05	0.50	0.25	8	59.64	77.04	77.04	94.43
Group 1 (A)	35.01	8.50	12.55	3.05	0.50	0.25	8	59.86	77.37	77.37	94.87
Group 1 (C)	34.84	8.50	12.55	3.05	0.50	0.25	8	59.69	77.11	77.11	94.53
Group 1 (E)	35.34	8.50	12.55	3.05	0.50	0.25	8	60.19	77.86	77.86	95.53
Group 1 (G)	34.99	8.50	12.55	3.05	0.50	0.25	8	59.84	77.34	77.34	94.83
Group 2	34.64	8.50	12.55	3.05	0.50	0.25	8	59.49	76.81	76.81	94.13
Group 3; Group 3(A)	34.54	8.50	12.55	3.05	0.50	0.25	8	59.39	76.66	76.66	93.93
Group 4; Group 6(B)	28.23	8.50	12.55	3.05	0.50	0.25	8	53.08	67.20[d]	67.20[d]	81.31[d]
Group 6	35.75	8.50	12.55	3.05	0.50	0.25	8	60.60	78.48	78.48	96.35
Group 6 (A)	35.25	8.50	12.55	3.05	0.50	0.25	8	60.10	77.73	77.73	95.35
Group 6 (C)	34.66	8.50	12.55	3.05	0.50	0.25	8	59.51	76.84	76.84	94.17
Group 6 (D)	35.37	8.50	12.55	3.05	0.50	0.25	8	60.22	77.91	77.91	95.59
Group 6 (E)	34.39	8.50	12.55	3.05	0.50	0.25	8	59.24	76.44	76.44	93.63
Group 7 – Stage 1 (1st 6 months)	25.08	8.50	12.55	3.05	0.50	0.25	8	49.93	62.47	62.47	75.01
Stage 2 (2nd 6 months)	28.23	8.50	12.55	3.05	0.50	0.25	8	53.08	67.20	67.20	81.31
Stage 3 (3rd 6 months)	31.39	8.50	12.55	3.05	0.50	0.25	8	56.24	71.94	71.94	87.63
AREA 2[c]											
Construction Specialist	34.49	8.50	12.55	3.05	0.50	0.25	8	59.34	76.59	76.59	93.83
Group 1; Group 1(B)[e]	33.79	8.50	12.55	3.05	0.50	0.25	8	58.64	75.54	75.54	92.43
Group 1 (A)	34.01	8.50	12.55	3.05	0.50	0.25	8	58.86	75.87	75.87	92.87
Group 1 (C)	33.84	8.50	12.55	3.05	0.50	0.25	8	58.69	75.61	75.61	92.53
Group 1 (E)	34.34	8.50	12.55	3.05	0.50	0.25	8	59.19	76.36	76.36	93.53
Group 2	33.64	8.50	12.55	3.05	0.50	0.25	8	58.49	75.31	75.31	92.13
Group 3; Group 3(A)	33.54	8.50	12.55	3.05	0.50	0.25	8	58.39	75.16	75.16	91.93
Group 4; Group 6(B)	27.23	8.50	12.55	3.05	0.50	0.25	8	52.08	65.70[d]	65.70[d]	79.31[d]
Group 6	34.75	8.50	12.55	3.05	0.50	0.25	8	59.60	76.98	76.98	94.35
Group 6 (A)	34.25	8.50	12.55	3.05	0.50	0.25	8	59.10	76.23	76.23	93.35
Group 6 (C)	33.66	8.50	12.55	3.05	0.50	0.25	8	58.51	75.34	75.34	92.17
Group 6 (D)	34.37	8.50	12.55	3.05	0.50	0.25	8	59.22	76.41	76.41	93.59
Group 6 (E)	33.39	8.50	12.55	3.05	0.50	0.25	8	58.24	74.94	74.94	91.63
Group 7 – Stage 1 (1st 6 months)	24.38	8.50	12.55	3.05	0.50	0.25	8	49.23	61.42	61.42	73.61
Stage 2 (2nd 6 months)	27.43	8.50	12.55	3.05	0.50	0.25	8	52.28	66.00	66.00	79.71
Stage 3 (3rd 6 months)	30.49	8.50	12.55	3.05	0.50	0.25	8	55.34	70.59	70.59	85.83

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.

a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE $0.25 PER PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.
GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE $0.50 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

c **AREA 1** - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.
AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.

d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.

f ZONE PAY AT THREE DOLLARS ($3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISIONS FOR MAP DESCRIPTION AND EXCEPTIONS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/DPREWAGEDETERMINATION.HTM. HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/DPREWAGEDETERMINATION.HTM. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # OPERATING ENGINEER (BUILDING CONSTRUCTION)[g]

DETERMINATION: NC-23-63-1-2019-1A
ISSUE DATE: August 22, 2019
EXPIRATION DATE OF DETERMINATION: June 30, 2020* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

			Employer Payments					Straight-Time			Overtime Hourly Rate			
Classification (Journeyperson)	Basic Hourly Rate		Health and Welfare	Pension	Vacation and Holiday[e]	Training	Other Payments	Hours[f]	Total Hourly Rate		Daily/ Saturday[d] 1 1/2X		Sunday and Holiday 2X	
Classification Group[a]	Area 1[b]	Area 2[c]							Area 1[b]	Area 2[c]	Area 1[b]	Area 2[c]	Area 1[b]	Area 2[c]
Group 1	$47.60	$49.60	$13.88	$10.78	$4.61	$1.07	$0.79	8	$78.73	$80.73	$102.53	$105.53	$126.33	$130.33
Group 2	$46.15	$48.15	$13.88	$10.78	$4.61	$1.07	$0.79	8	$77.28	$79.28	$100.36	$103.36	$123.43	$127.43
Group 3	$44.75	$46.75	$13.88	$10.78	$4.61	$1.07	$0.79	8	$75.88	$77.88	$98.26	$101.26	$120.63	$124.63
Group 4	$43.42	$45.42	$13.88	$10.78	$4.61	$1.07	$0.79	8	$74.55	$76.55	$96.26	$99.26	$117.97	$121.97
Group 5	$42.21	$44.21	$13.88	$10.78	$4.61	$1.07	$0.79	8	$73.34	$75.34	$94.45	$97.45	$115.55	$119.55
Group 6	$40.94	$42.94	$13.88	$10.78	$4.61	$1.07	$0.79	8	$72.07	$74.07	$92.54	$95.54	$113.01	$117.01
Group 7	$39.85	$41.85	$13.88	$10.78	$4.61	$1.07	$0.79	8	$70.98	$72.98	$90.91	$93.91	$110.83	$114.83
Group 8	$38.77	$40.77	$13.88	$10.78	$4.61	$1.07	$0.79	8	$69.90	$71.90	$89.29	$92.29	$108.67	$112.67
Group 8-A	$36.65	$38.65	$13.88	$10.78	$4.61	$1.07	$0.79	8	$67.78	$69.78	$86.11	$89.11	$104.43	$108.43
ALL CRANES AND ATTACHMENTS:														
Group 1	$49.20	$51.20	$13.88	$10.78	$4.61	$1.07	$0.79	8	$80.33	$82.33	$104.93	$107.93	$129.53	$133.53
Truck Crane Assistant to Engineer	$42.54	$44.54	$13.88	$10.78	$4.61	$1.07	$0.79	8	$73.67	$75.67	$94.94	$97.94	$116.21	$120.21
Assistant to Engineer	$40.37	$42.37	$13.88	$10.78	$4.61	$1.07	$0.79	8	$71.50	$73.50	$91.69	$94.69	$111.87	$115.87
Group 1-A	$48.45	$50.45	$13.88	$10.78	$4.61	$1.07	$0.79	8	$79.58	$81.58	$103.81	$106.81	$128.03	$132.03
Truck Crane Assistant to Engineer	$41.79	$43.79	$13.88	$10.78	$4.61	$1.07	$0.79	8	$72.92	$74.92	$93.82	$96.82	$114.71	$118.71
Assistant to Engineer	$39.62	$41.62	$13.88	$10.78	$4.61	$1.07	$0.79	8	$70.75	$72.75	$90.56	$93.56	$110.37	$114.37
Group 2-A	$46.76	$48.76	$13.88	$10.78	$4.61	$1.07	$0.79	8	$77.89	$79.89	$101.27	$104.27	$124.65	$128.65
Truck Crane Assistant to Engineer	$41.55	$43.55	$13.88	$10.78	$4.61	$1.07	$0.79	8	$72.68	$74.68	$93.46	$96.46	$114.23	$118.23
Assistant to Engineer	$39.40	$41.40	$13.88	$10.78	$4.61	$1.07	$0.79	8	$70.53	$72.53	$90.23	$93.23	$109.93	$113.93
Group 3-A	$45.12	$47.12	$13.88	$10.78	$4.61	$1.07	$0.79	8	$76.25	$78.25	$98.81	$101.81	$121.37	$125.37
Truck Crane Assistant to Engineer	$41.31	$43.31	$13.88	$10.78	$4.61	$1.07	$0.79	8	$72.44	$74.44	$93.10	$96.10	$113.75	$117.75
Hydraulic	$40.94	$42.94	$13.88	$10.78	$4.61	$1.07	$0.79	8	$72.07	$74.07	$92.54	$95.54	$113.01	$117.01
Assistant to Engineer	$39.15	$41.15	$13.88	$10.78	$4.61	$1.07	$0.79	8	$70.28	$72.28	$89.86	$92.86	$109.43	$113.43
Group 4-A	$42.21	$44.21	$13.88	$10.78	$4.61	$1.07	$0.79	8	$73.34	$75.34	$94.45	$97.45	$115.55	$119.55

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

[a] For classifications within each group, see pages 39B-40.

[b] **AREA 1** - Butte, Kings, Merced, Napa, Sacramento, San Benito, San Joaquin, Santa Cruz, Stanislaus, Sutter, Yolo, and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tuolumne and Trinity counties.

[c] **AREA 2** - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

[d] Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

[e] Includes an amount for supplemental dues.

[f] When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

[g] For total base bid project value of less than $3,000,000 only. The Operating Engineer (Heavy and Highway Work) determination is applicable for all work $3,000,000 and above. Where there is a published or advertised estimate of the construction costs of a project, such estimate shall determine the total base bid project value, for the purposes of the three million dollars ($3,000,000) threshold.

NOTE: For Special Single and Second Shift rates, please see page 40C.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet athttp://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # OPERATING ENGINEER (BUILDING CONSTRUCTION)[f]
(SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2019-1A
ISSUE DATE: August 22, 2019
EXPIRATION DATE OF DETERMINATION: June 30, 2020* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification (Journeyperson)	Basic Hourly Rate		Employer Payments: Health and Welfare	Pension	Vacation and Holiday[e]	Training	Other Payments	Straight-Time: Hours	Total Hourly Rate		Overtime Hourly Rate: Daily/ Saturday[d] 1 1/2X		Sunday and Holiday 2X	
Classification Group[a]	Area 1[b]	Area 2[c]							Area 1[b]	Area 2[c]	Area 1[b]	Area 2[c]	Area 1[b]	Area 2[c]
Group 1	$51.75	$53.75	$13.88	$10.78	$4.61	$1.07	$0.79	8	$82.88	$84.88	$108.76	$111.76	$134.63	$138.63
Group 2	$50.11	$52.11	$13.88	$10.78	$4.61	$1.07	$0.79	8	$81.24	$83.24	$106.30	$109.30	$131.35	$135.35
Group 3	$48.55	$50.55	$13.88	$10.78	$4.61	$1.07	$0.79	8	$79.68	$81.68	$103.96	$106.96	$128.23	$132.23
Group 4	$47.03	$49.03	$13.88	$10.78	$4.61	$1.07	$0.79	8	$78.16	$80.16	$101.68	$104.68	$125.19	$129.19
Group 5	$45.68	$47.68	$13.88	$10.78	$4.61	$1.07	$0.79	8	$76.81	$78.81	$99.65	$102.65	$122.49	$126.49
Group 6	$44.24	$46.24	$13.88	$10.78	$4.61	$1.07	$0.79	8	$75.37	$77.37	$97.49	$100.49	$119.61	$123.61
Group 7	$43.03	$45.03	$13.88	$10.78	$4.61	$1.07	$0.79	8	$74.16	$76.16	$95.68	$98.68	$117.19	$121.19
Group 8	$41.82	$43.82	$13.88	$10.78	$4.61	$1.07	$0.79	8	$72.95	$74.95	$93.86	$96.86	$114.77	$118.77
Group 8-A	$39.43	$41.43	$13.88	$10.78	$4.61	$1.07	$0.79	8	$70.56	$72.56	$90.28	$93.28	$109.99	$113.99
ALL CRANES AND ATTACHMENTS:														
Group 1	$53.46	$55.46	$13.88	$10.78	$4.61	$1.07	$0.79	8	$84.59	$86.59	$111.32	$114.32	$138.05	$142.05
Truck Crane Assistant to Engineer	$45.97	$47.97	$13.88	$10.78	$4.61	$1.07	$0.79	8	$77.10	$79.10	$100.09	$103.09	$123.07	$127.07
Assistant to Engineer	$43.51	$45.51	$13.88	$10.78	$4.61	$1.07	$0.79	8	$74.64	$76.64	$96.40	$99.40	$118.15	$122.15
Group 1-A	$52.71	$54.71	$13.88	$10.78	$4.61	$1.07	$0.79	8	$83.84	$85.84	$110.20	$113.20	$136.55	$140.55
Truck Crane Assistant to Engineer	$45.22	$47.22	$13.88	$10.78	$4.61	$1.07	$0.79	8	$76.35	$78.35	$98.96	$101.96	$121.57	$125.57
Assistant to Engineer	$42.76	$44.76	$13.88	$10.78	$4.61	$1.07	$0.79	8	$73.89	$75.89	$95.27	$98.27	$116.65	$120.65
Group 2-A	$50.80	$52.80	$13.88	$10.78	$4.61	$1.07	$0.79	8	$81.93	$83.93	$107.33	$110.33	$132.73	$136.73
Truck Crane Assistant to Engineer	$44.95	$46.95	$13.88	$10.78	$4.61	$1.07	$0.79	8	$76.08	$78.08	$98.56	$101.56	$121.03	$125.03
Assistant to Engineer	$42.52	$44.52	$13.88	$10.78	$4.61	$1.07	$0.79	8	$73.65	$75.65	$94.91	$97.91	$116.17	$120.17
Group 3-A	$48.94	$50.94	$13.88	$10.78	$4.61	$1.07	$0.79	8	$80.07	$82.07	$104.54	$107.54	$129.01	$133.01
Truck Crane Assistant to Engineer	$44.68	$46.68	$13.88	$10.78	$4.61	$1.07	$0.79	8	$75.81	$77.81	$98.15	$101.15	$120.49	$124.49
Hydraulic Assistant to Engineer	$44.24	$46.24	$13.88	$10.78	$4.61	$1.07	$0.79	8	$75.37	$77.37	$97.49	$100.49	$119.61	$123.61
Group 4-A	$42.24	$44.24	$13.88	$10.78	$4.61	$1.07	$0.79	8	$73.37	$75.37	$94.49	$97.49	$115.61	$119.61
	$45.68	$47.68	$13.88	$10.78	$4.61	$1.07	$0.79	8	$76.81	$78.81	$99.65	$102.65	$122.49	$126.49

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

[a] For classifications within each group, see pages 39B-40.

[b] **AREA 1** - Butte, Kings, Merced, Napa, Sacramento, San Benito, San Joaquin, Santa Cruz, Stanislaus, Sutter, Yolo, and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

[c] **AREA 2** - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

[d] Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

[e] Includes an amount for supplemental dues.

[f] For total base bid project value of less than $3,000,000 only. The Operating Engineer (Heavy and Highway Work) determination is applicable for all work $3,000,000 and above. Where there is a published or advertised estimate of the construction costs of a project, such estimate shall determine the total base bid project value, for the purposes of the three million dollars ($3,000,000) threshold.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-BUILDING CONSTRUCTION)[e]

DETERMINATION: NC-23-63-1-2019-1D1
ISSUE DATE: August 22, 2019
EXPIRATION DATE OF DETERMINATION: June 30, 2020* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

		Employer Payments					Straight-Time		Overtime Hourly Rate		
Classification[b] (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday[c]	Training	Other Payments	Hours[d]	Total Hourly Rate	Daily 1 1/2X	Saturday[a] 1 1/2X	Sunday and Holiday 2X
Group A-1	$50.14	$13.88	$10.78	$4.61	$1.07	$0.79	8	$81.27	$106.34	$106.34	$131.41
Truck Crane Assistant to Engineer	$43.15	$13.88	$10.78	$4.61	$1.07	$0.79	8	$74.28	$95.86	$95.86	$117.43
Assistant to Engineer	$41.01	$13.88	$10.78	$4.61	$1.07	$0.79	8	$72.14	$92.65	$92.65	$113.15
Group 1	$49.39	$13.88	$10.78	$4.61	$1.07	$0.79	8	$80.52	$105.22	$105.22	$129.91
Truck Crane Assistant to Engineer	$42.40	$13.88	$10.78	$4.61	$1.07	$0.79	8	$73.53	$94.73	$94.73	$115.93
Assistant to Engineer	$40.26	$13.88	$10.78	$4.61	$1.07	$0.79	8	$71.39	$91.52	$91.52	$111.65
Group 2	$47.68	$13.88	$10.78	$4.61	$1.07	$0.79	8	$78.81	$102.65	$102.65	$126.49
Truck Crane Assistant to Engineer	$42.18	$13.88	$10.78	$4.61	$1.07	$0.79	8	$73.31	$94.40	$94.40	$115.49
Assistant to Engineer	$40.01	$13.88	$10.78	$4.61	$1.07	$0.79	8	$71.14	$91.15	$91.15	$111.15
Group 3	$46.29	$13.88	$10.78	$4.61	$1.07	$0.79	8	$77.42	$100.57	$100.57	$123.71
Truck Crane Assistant to Engineer	$41.93	$13.88	$10.78	$4.61	$1.07	$0.79	8	$73.06	$94.03	$94.03	$114.99
Hydraulic	$41.55	$13.88	$10.78	$4.61	$1.07	$0.79	8	$72.68	$93.46	$93.46	$114.23
Assistant to Engineer	$39.78	$13.88	$10.78	$4.61	$1.07	$0.79	8	$70.91	$90.80	$90.80	$110.69
Group 4	$44.36	$13.88	$10.78	$4.61	$1.07	$0.79	8	$75.49	$97.67	$97.67	$119.85
Group 5	$43.11	$13.88	$10.78	$4.61	$1.07	$0.79	8	$74.24	$95.80	$95.80	$117.35

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

[a] Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

[b] For classifications within each group, see page 45.

[c] Includes an amount for supplemental dues.

[d] When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

[e] For total base bid project value of less than $3,000,000 only. The Operating Engineer (Heavy and Highway Work) determination is applicable for all work $3,000,000 and above. Where there is a published or advertised estimate of the construction costs of a project, such estimate shall determine the total base bid project value, for the purposes of the three million dollars ($3,000,000) threshold.

NOTE: For Special Single and Second Shift rates, please see page 40D.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-BUILDING CONSTRUCTION)[d]
(SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2019-1D1
ISSUE DATE: August 22, 2019
EXPIRATION DATE OF DETERMINATION: June 30, 2020* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

		Employer Payments					Straight-Time		Overtime Hourly Rate		
Classification[b] (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday[c]	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday[a] 1 1/2X	Sunday and Holiday 2X
Group A-1	$54.51	$13.88	$10.78	$4.61	$1.07	$0.79	8	$85.64	$112.90	$112.90	$140.15
Truck Crane Assistant to Engineer	$46.65	$13.88	$10.78	$4.61	$1.07	$0.79	8	$77.78	$101.11	$101.11	$124.43
Assistant to Engineer	$44.23	$13.88	$10.78	$4.61	$1.07	$0.79	8	$75.36	$97.48	$97.48	$119.59
Group 1	$53.76	$13.88	$10.78	$4.61	$1.07	$0.79	8	$84.89	$111.77	$111.77	$138.65
Truck Crane Assistant to Engineer	$45.90	$13.88	$10.78	$4.61	$1.07	$0.79	8	$77.03	$99.98	$99.98	$122.93
Assistant to Engineer	$43.48	$13.88	$10.78	$4.61	$1.07	$0.79	8	$74.61	$96.35	$96.35	$118.09
Group 2	$51.84	$13.88	$10.78	$4.61	$1.07	$0.79	8	$82.97	$108.89	$108.89	$134.81
Truck Crane Assistant to Engineer	$45.64	$13.88	$10.78	$4.61	$1.07	$0.79	8	$76.77	$99.59	$99.59	$122.41
Assistant to Engineer	$43.21	$13.88	$10.78	$4.61	$1.07	$0.79	8	$74.34	$95.95	$95.95	$117.55
Group 3	$50.26	$13.88	$10.78	$4.61	$1.07	$0.79	8	$81.39	$106.52	$106.52	$131.65
Truck Crane Assistant to Engineer	$45.36	$13.88	$10.78	$4.61	$1.07	$0.79	8	$76.49	$99.17	$99.17	$121.85
Hydraulic	$44.95	$13.88	$10.78	$4.61	$1.07	$0.79	8	$76.08	$98.56	$98.56	$121.03
Assistant to Engineer	$42.93	$13.88	$10.78	$4.61	$1.07	$0.79	8	$74.06	$95.53	$95.53	$116.99
Group 4	$48.11	$13.88	$10.78	$4.61	$1.07	$0.79	8	$79.24	$103.30	$103.30	$127.35
Group 5	$46.69	$13.88	$10.78	$4.61	$1.07	$0.79	8	$77.82	$101.17	$101.17	$124.51

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

[a] Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

[b] For classifications within each group, see page 45.

[c] Includes an amount for supplemental dues.

[d] For total base bid project value of less than $3,000,000 only. The Operating Engineer (Heavy and Highway Work) determination is applicable for all work $3,000,000 and above. Where there is a published or advertised estimate of the construction costs of a project, such estimate shall determine the total base bid project value, for the purposes of the three million dollars ($3,000,000) threshold.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.4

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SUTTER COUNTY

DETERMINATION: SUT-2019-2

	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	EMPLOYER PAYMENTS: HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	STRAIGHT-TIME: HOURS	STRAIGHT-TIME: TOTAL HOURLY RATE	OVERTIME HOURLY RATE: DAILY	SATURDAY	SUNDAY AND HOLIDAY
#	**BRICKLAYER, BLOCKLAYER:**													
	BRICKLAYER, BLOCKLAYER, STONEMASON	8/22/2019	04/30/2020**	A 40.740	10.200	9.280	B 2.500	0.800	C 1.780	D 8.0	65.300	E 86.920	E 86.920	108.540
	POINTER, CLEANER, CAULKER, WATERPROOFER	8/22/2019	06/30/2020**	A 45.570	10.200	10.930	F -	1.490	0.430	D 8.0	68.620	91.400	G 91.400	114.190
#	**BRICK TENDER**	8/22/2019	06/30/2020**	H 34.760	8.500	10.890	F -	0.450	0.300	8.0	54.900	I 72.280	I 72.280	89.660
#	**CARPET, LINOLEUM,**													
	RESILIENT TILE LAYER	2/22/2019	07/31/2019*	A 36.760	10.250	11.540	J -	0.600	0.110	8.0	59.260	K 77.640	K 77.640	L 96.020
#	**ELECTRICIAN:**													
	COMM & SYSTEM INSTALLER	2/22/2019	01/31/2020**	30.350	10.550	M 4.700	-	1.100	N 0.610	8.0	48.370	64.080	64.080	79.780
	COMM & SYSTEM TECH.	2/22/2019	01/31/2020**	34.900	10.550	M 4.700	-	1.100	N 0.610	8.0	53.080	71.140	71.140	89.190
	INSIDE WIREMAN	8/22/2019	01/31/2020**	40.560	12.010	M 7.250	F -	1.760	O 7.970	8.0	71.420	92.630	92.630	113.840
	CABLE SPLICER	8/22/2019	01/31/2020**	44.620	12.010	M 7.250	F -	1.760	O 7.970	8.0	75.660	98.990	98.990	122.330
#	**FIELD SURVEYOR:**													
P	CHIEF OF PARTY	2/22/2019	02/29/2020**	45.030	13.880	Q 11.510	R 4.330	1.120	0.210	8.0	76.080	S 98.600	T 98.600	121.110
P	INSTRUMENTMAN	2/22/2019	02/29/2020**	41.940	13.880	Q 11.510	R 4.330	1.120	0.210	8.0	72.990	S 93.960	T 93.960	114.930
P	CHAINMAN/RODMAN	2/22/2019	02/29/2020**	39.060	13.880	Q 11.510	R 4.330	1.120	0.210	8.0	70.110	S 89.640	T 89.640	109.170
# U	**GLAZIER**	8/22/2019	12/31/2019*	A 39.010	10.250	V 18.220	-	0.840	W 0.380	8.0	68.700	X 88.210	107.710	107.710
# Y	**MARBLE FINISHER**	8/22/2018	07/31/2019*	Z 34.250	9.950	4.860	J -	0.450	0.830	8.0	50.340	AA 67.460	84.590	84.590
# Y	**MARBLE MASON**	8/22/2018	07/31/2019*	Z 47.030	9.950	16.040	J -	0.800	1.090	8.0	74.910	AA 98.430	121.940	121.940
#	**PAINTER:**													
AB	BRUSH, SPRAY, PAPERHANGER	2/22/2019	12/31/2019**	AC 33.630	10.250	9.460	J -	0.530	0.360	D 8.0	54.230	71.040	AD 71.040	87.860
AB	METALIZING AND THERMAL SPRAY	2/22/2019	12/31/2019**	AC 36.630	10.250	9.460	J -	0.530	0.360	D 8.0	57.230	75.540	AD 75.540	93.860
AB	SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2019	12/31/2019**	AC 34.130	10.250	9.460	J -	0.530	0.360	D 8.0	54.730	71.790	AD 71.790	88.860
AB	EXOTIC MATERIALS, LEAD ABATEMENT	2/22/2019	12/31/2019**	AC 34.630	10.250	9.460	J -	0.530	0.360	D 8.0	55.230	72.540	AD 72.540	89.860
AB	INDUSTRIAL PAINTER	2/22/2019	12/31/2019**	AC 34.880	10.250	9.460	J -	0.530	0.360	D 8.0	55.480	72.920	AD 72.920	90.360
	TAPER	2/22/2019	12/31/2019**	AE 45.180	10.250	14.630	J -	0.760	0.560	8.0	71.380	AF 93.970	AF 93.970	AD 116.560
AG	TAPER CLEAN-UP	2/22/2018	06/30/2018*	AH 16.360	10.150	-	-	-	-	8.0	26.510	34.690	D 34.690	AD 42.870
#	**PLASTERER**	8/22/2019	06/30/2020**	AI 36.840	13.580	15.970	3.500	1.180	1.200	8.0	72.270	89.620	AJ 89.620	106.970
#	**PLASTER TENDER**	8/22/2019	06/30/2020**	32.770	8.500	12.800	3.250	0.450	AK 1.110	8.0	58.880	K 75.260	K 75.260	91.650
#	**PLUMBER:**													
	PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC)	8/22/2019	12/31/2019**	40.500	12.530	17.060	F -	3.050	3.920	8.0	77.060	E 97.310	E 97.310	117.560
	UNDERGROUND UTILITY PIPEFITTER	8/22/2019	06/30/2020**	29.000	11.150	AL 3.000	1.250	0.400	0.700	8.0	45.500	60.000	D 60.000	74.500
	LANDSCAPE PIPEFITTER	8/22/2019	06/30/2020**	29.000	11.150	AL 3.000	1.250	0.400	0.700	8.0	45.500	60.000	D 60.000	74.500
AM	UNDERGROUND UTILITY ASSISTANT JOURNEYMAN	8/22/2019	06/30/2020**	17.500	11.150	AL 3.000	1.250	0.400	0.700	8.0	34.000	42.750	D 42.750	51.500
AN	LANDSCAPE ASSISTANT JOURNEYMAN	8/22/2019	06/30/2020**	17.500	11.150	AL 3.000	1.250	0.400	0.700	8.0	34.000	42.750	D 42.750	51.500
AO	UNDERGROUND UTILITY TRADESMAN	8/22/2019	06/30/2020**	14.500	11.150	AL 3.000	1.250	0.400	0.700	8.0	31.000	38.250	D 38.250	45.500
AP	LANDSCAPE TRADESMAN I	8/22/2019	06/30/2020**	14.500	11.150	AL -	1.250	0.400	0.700	8.0	28.000	35.250	D 35.250	42.500
AP	LANDSCAPE TRADESMAN II	8/22/2019	06/30/2020**	14.500	11.150	AL 3.000	1.250	0.400	0.700	8.0	31.000	38.250	D 38.250	45.500
	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	2/22/2019	03/31/2019*	40.770	10.020	AQ 12.000	-	0.520	0.250	8.0	63.560	83.940	83.940	104.330
#	**ROOFER**	2/22/2019	03/30/2019*	& 16.300	1.840	1.200	0.500	0.300	-	8.0	20.140	28.290	D 28.290	36.440
	BITUMASTIC, ENAMELER, COAL TAR, PITCH AND MASTIC WORKER	2/22/2019	03/30/2019*	& 18.300	1.840	1.200	0.500	0.300	-	8.0	22.140	31.290	D 31.290	40.440
#	**SHEET METAL WORKER**													
	METAL DECK & SIDING	8/22/2019	06/30/2020*	H 42.330	AL 14.580	AR 20.400	F -	AS 0.320	-	8.0	77.630	AT 99.790	AT 99.790	121.960

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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SUTTER COUNTY

DETERMINATION: SUT-2019-2

	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	EMPLOYER PAYMENTS: HEALTH AND WELFARE	EMPLOYER PAYMENTS: PENSION	EMPLOYER PAYMENTS: VACATION/ HOLIDAY	EMPLOYER PAYMENTS: TRAINING	EMPLOYER PAYMENTS: OTHER PAYMENTS	STRAIGHT-TIME: HOURS	STRAIGHT-TIME: TOTAL HOURLY RATE	OVERTIME HOURLY RATE: DAILY	OVERTIME HOURLY RATE: SATURDAY	OVERTIME HOURLY RATE: SUNDAY AND HOLIDAY
#	SHEET METAL WORKER	8/22/2019	06/30/2020**	A 44.000	14.400	AU 24.070	F -	1.290	0.820	8.0	84.580	E 108.580	E 108.580	132.580
# AV	TERRAZZO FINISHER	8/22/2018	06/30/2019*	AW 36.180	9.950	5.740	F -	0.800	0.920	8.0	53.590	AT 69.440	AT 69.440	85.290
# AV	TERRAZZO WORKER	8/22/2018	06/30/2019*	AW 45.900	9.950	15.040	F -	0.800	1.110	8.0	72.800	AT 92.810	AT 92.810	112.820
#	TILE FINISHER	8/22/2016	06/30/2017*	22.900	AX 6.650	0.750	A 0.600	0.350	0.100	8.0	31.350	36.150	36.150	47.600
#	TILE SETTER	8/22/2016	06/30/2017*	37.250	AX 8.550	AY 8.350	A 1.200	0.350	0.200	8.0	55.900	59.530	59.530	78.150
	WATER WELL DRILLER	8/22/2014	09/30/2014*	12.350	2.150	1.000	0.480	-	-	8.0	15.980	AZ 22.160	AZ 22.160	AZ 22.160
	PUMP INSTALLER	8/22/2014	09/30/2014*	12.350	2.150	1.000	0.480	-	-	8.0	15.980	AZ 22.160	AZ 22.160	AZ 22.160
	HELPER	2/22/2019	03/31/2019*	12.000	2.150	1.000	0.430	-	-	8.0	15.580	AZ 21.580	AZ 21.580	AZ 21.580

FOOTNOTES