



A Joint Powers Agency

MEMBERS

City of Sacramento

County of Sacramento

Housing Authority of the
City of Sacramento

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County of Sacramento

Sacramento Housing and Redevelopment Agency

Contract Manual and Technical Specifications Manual

IFB No. 1973-DD

Under \$10,000 Qualified Vendor List

Issued: December 4, 2019

Sacramento Housing and Redevelopment Agency
Procurement Services – 2nd Floor
801 12th Street
Sacramento, CA 95814

Buyer:

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(916) 440-1342

ddennis@shra.org

SECTION 00005 – SUMMARY PAGE

Project Name: Under \$10,000 Qualified Vendor List

Project Number: 1973-DD

Pre-Proposal Meeting: December 18, 2019

Request for Information (RFI) due: January 8, 2020 by 11:00 a.m. to ddennis@shra.org

Bid Due Date/Time: January 21, 2020 no later than 4:00 p.m.

Wages: HUD Determined Maintenance Wages, Davis Bacon Residential; Davis Bacon Building, and State Prevailing

Forms for submission with your bid (copies located in Pocket in back of manual):

Section 00200 – Qualification Statement
Section 00450 – Lead-Based Paint Certification
Section 00620 – Declaration of Understanding and Intent to Comply with Section 3 Requirements

Forms for submission within ten (10) days of the Notice of Award (copies will be provided with the Notice of Award):

Section 00510 – Certificate(s) of Insurance in accordance with Section 00510
Section 00560 – Contractor Information Sheet
Section 00630 – Section 3 Economic Opportunity Plan
Section 00640 – Employee Roster

END OF SECTION

PROJECT CONTRACT MANUAL

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END OF SECTION



Request for Qualifications

Under \$10,000 Qualified Vendors List

RFQ #1973-DD

The Sacramento Housing and Redevelopment Agency (Agency), on behalf of the Housing Authority of the City of Sacramento and the Housing Authority of the County of Sacramento, and its constituent entities, is issuing a Request for Qualifications (RFQ) from service vendors and contractors licensed by the State of California Contractors State License Board (CSLB) interested in providing maintenance and construction related services. The Agency intends to establish a rotating qualified lists of up to eight (8) firms for each of the following trades/services: Access Control, Automatic Doors, Overhead Doors & Gates (D-28); Concrete (C-8); Trash Removal & Disposal Services; Drywall (C-9); Earthwork & Paving (C-12); Electrical (C-10); Emergency Board-up (B or C-17); Fencing (C-13); Flooring (C-15); General Building (B); General Engineering (A); Glazing (C-17); Gutter Cleaning; Hardware, Landscaping Services; Lathing & Plastering (C-35); Locks & Safes (D-16); Locksmith Services; Low Voltage (C-7); Ornamental Iron (C-23); Painting & Decorating (C-33); Plumbing (C-36); Pool Services; Pressure Washing Services (D-38); Roofing (C-39); Sheet Metal (C-43); Countertops & Tub Surrounds (D-16); Tree Service (D-49); Trenching Only (D-56); Warm-Air Heating, Ventilation & AC (C-20).

The Task Orders will be located throughout the City and County of Sacramento.

The RFQ solicitation document will be available after 4:00 p.m. December 4, 2019 on our web-site at <https://www.shra.org/doing-business-with-shra/> (click on the link for Under \$10,000 Qualified Vendors List); or upon request by e-mailing Procurement Services at ps@shra.org or calling (916) 440-1378; refer to RFQ #1973-DD.

A Pre-Submittal meeting will be held at 10:30 a.m., Wednesday, December 18, 2019 at the SHRA Commission Room – 2nd Floor, 801 12th Street, Sacramento, CA 95814. The Pre-Submittal meeting is not mandatory; however, firms interested in submitting their qualifications are encouraged to attend.

All submittals must be received no later than 4:00 p.m. on Tuesday, January 21, 2020 at SHRA Procurement Services – 2nd Floor, 801 12th Street, Sacramento, CA 95814.

For information on other projects, visit our web-site at www.shra.org.

SECTION 00150 - THE PROJECT AND SCOPE OF SERVICES

INTRODUCTION

The Sacramento Housing and Redevelopment Agency (Agency), on behalf of the Housing Authority of the City of Sacramento and the Housing Authority of the County of Sacramento (HA), and its constituent entities is issuing a Request for Qualifications (RFQ) from service vendors and contractors licensed by the State of California Contractors State License Board (CSLB) interested in providing maintenance and construction services outlined in Section 00175 – List of Services. This solicitation is intended to provide these services for the Agency's Public Housing programs; however the resulting service contracts may be used by any division/department within the Agency. It is the intent of the Agency to contract with multiple contractors to provide these services for vacant and occupied locations throughout the City and County of Sacramento, California. The services may also be used for those special projects the Agency takes on in targeted communities and administers federal and local funds for a variety of community service programs.

SCOPE OF SERVICES

The Contactor shall furnish and maintain the necessary services, supervision, labor, materials, equipment and supplies to provide and complete Task Order Contracting – Multiple Trades at various locations within the City and County of Sacramento. As directed by the Agency, the selected contractors shall perform the following tasks:

- Receive electronic Task Orders of services needed;
- Provide a quote to the issuing property;
- Perform work per requirement of task order;
- Provide ongoing communication with the Agency while work is in progress;
- Provide final inspection permit folder (when a permit is required) to issuing property.

Contractors will be notified of each project through an electronic Task Order (Section 00800) on a rotating basis. The Contractor should visit the unit(s) after notification in order to determine a fair and reasonable firm-fixed bid price. If a reasonable price cannot be reached with the selected Contractor the Agency may go to the next qualified Contractor on the list and solicit a bid. Awarded Contractors shall perform the services per task requirements stated below, the Technical Specifications and within the time frame indicated on the Task Order. If the Contractor is unable to perform the tasks during the required timeframe, the Contractor shall indicate that on the Task Order or the Agency can issue the Task Order to the next qualified Contractor.

The Agency owns approximately 3,000 housing units throughout the City and County of Sacramento, ranging in size from studio to five bedroom units. There are ten (10) Communities that make up these housing units. There are also two administration buildings that may use the services of this Qualified List. Those Communities will process requests for services through the issuance of an electronic Task Order via DocuSign. The HA cannot determine the actual number or frequency of Task Orders that may occur during the contract term.

Specific processes are detailed below.

A. **Task Order Process Requirements:**

Each Community will contact the next contractor on the list via electronic Task Order. Contractor shall return the Task Order with a quote. Once the quote has been approved by the HA the site will arrange

a Notice to Proceed. No work shall be done until the Contractor receives a Notice to Proceed. The Agency reserves the right to cancel any Task Order before the Notice to Proceed has been issued.

B. Contractor Obligation To Obtain All Required Licenses And Permits:

Prior to the Notice to Proceed start date, and except where precluded by local law or ordinance, the Contractor shall make and complete all arrangements with the appropriate officials in the city, county, parish, or state in which the buildings are located to:

1. Provide required insurance certificates and pay any fees or costs involved or related to providing services specified under the contract. Copies of all insurance certificates must be provided and approved by the Agency before the contract can route. An updated insurance certificate is required to be on file with the Agency at all times;
2. Maintain current, valid copies of all licenses, permits, and certifications described in this contract. The procurement analyst and all other authorized Agency personnel shall have the express authority to examine these documents upon request at any time during the duration of this contract. The Contractor shall make them available within 24 hours of request by such authorized Agency personnel. For all tree related services, the Contractor is required to adhere to all nesting and migrating ordinance in the city and county;
3. Obtain, possess, and maintain all business and corporate licenses required to operate as a commercial service within the entire geographic area covered under this contract prior to performing any work under the contract;
4. Failure by the Contractor to obtain all required licenses prior to the contract start date shall be grounds for termination for default. Failure by the Contractor to renew licenses and permits upon their expiration may result in termination for default;
5. The Contractor is responsible for the contract employees having all required certification credentials in their possession at all times while on the protected premises.

C. Unit Inspection/Access:

The site representative will arrange with the Contractor a time to view the project.

The Contractor will be responsible for inspecting the available unit(s) or job site in order to determine a fair and reasonable firm-fixed bid price. The Contractor shall inspect the existing conditions to determine the scope of the work, and the subsequent bid for the work. It is the responsibility of the Contractor to provide sufficient staffing to ensure the contract is performed within the timelines set forth in this Scope of Services.

Failure to inspect the unit(s) will not release the Contractor from the responsibility of knowing the unit(s) existing conditions, and how it will influence their quote.

The Contractor will be informed on the Task Order if there is a lockbox at the unit or if they will need to pick up the unit key from the Community office. Lockboxes will contain a key to access the vacated unit for the Contractor's inspection. The vacated unit keys are to be returned to the lockbox immediately upon completion of inspection. Each Agency representative will make arrangements with the selected contractors concerning access to gated communities.

No trip charges (compensation) will be paid to Contractors for units that do not have a lockbox or unit key upon arrival to view a unit for bidding purposes. If the lockbox or unit key is missing, the Contractor is to inform the Agency representative no later than 8:00 a.m. on the business day following notification. The Contractor has the choice of bidding the unit "sight unseen"; however, the Contractor is cautioned

that all risk is assumed by the Contractor. Task Orders will be awarded for bids submitted “sight unseen,” or they will be re-bid the next business day if no bids are received.

The HA has taken safeguards to provide the most accurate Task Order notification information possible pertaining to the scope of work and its condition. However, the Agency cannot guarantee that information will be free from error and the Agency will not be responsible for erroneous information provided through the Task Order notification process. Contractors will assume all risk if unit is bid “sight unseen.”

The Agency assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Agency. Nor does the Agency 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. Claims of not understanding the scope and intent of the Technical Specifications SHALL NOT be considered reasonable grounds for any increase in the contract amount after the bid(s) are awarded.

D. Task Order Submittal:

Task Orders shall be returned within 48 hours of issuance. If a Task Order is not returned, the Site Representative may cancel that Task Order and send a Task Order to the next Contractor on the Qualified List.

The Agency reserves the right to consider and/or accept a late modification to the lowest responsive quote which makes its terms more favorable.

Quotes may be withdrawn at any time before the Notice to Proceed has been issued.

E. Award:

If the quote for a specific Task Order exceeds the Agency's available funding for the proposed work, the Agency may solicit a quote from the next Contractor on the Qualified List or may cancel the Task Order.

The Agency may reject any and all quotes, accept other than the lowest quote (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in quotes received, in accordance with the Agency's policy and procedures. The Agency reserves the right to reject quotes submitted and determined to be low bid from contractors holding outstanding punch lists (see Section H). The number of rejections will be equivalent to the number of outstanding punch lists that the contractor holds at the time the contractor is determined to be the low bidder.

F. Task Order Performance Period:

Performance shall begin upon issuance of the Notice to Proceed and shall be completed by completion date on Task Order or an agreed upon date on the Notice to Proceed.

G. Post Award Unit Access and Performance:

Contractors will access units as delineated in the Pre-Award Unit Inspection / Access Section C above. Each Agency representative will make arrangements with the selected contractors for access to the units and gated communities.

Lockboxes (including keys) are to remain on the exterior door throughout the performance period and are not to be removed. Lockboxes are removed from the units by the Agency's Maintenance Worker upon final inspection.

If a Contractor cannot gain access to a unit or arrives at a unit in which other contracted services are in progress, then the Contractor is to call the Agency representative immediately to request a trip charge. If the Agency representative is not available, the Contractor is required to leave a voice mail message identifying why the Contractor cannot gain access to the unit and the address of the unit. The Agency representative will provide the Contractor with a trip charge number that is to be referenced on the Contractor's invoicing. The maximum allowable cost for a trip charge is Thirty-Five Dollars (\$35.00).

Contractor shall notify the Agency representative of any discrepancies noted during performance of services. The Contractor shall notify the Agency representative if, for any reason, the work cannot be completed to the requirements of the Summary of Work and in the Technical Specifications in the Task Order, prior to the date and time established for completion by completing a Discrepancy Notification, (Section 00820) and submitting it to the Agency representative. The Agency representative will instruct the Contractor by phone to either stop work or to continue with performance. Documentation of the Agency representative's instruction will be recorded on the Discrepancy Notification submitted by the Contractor and returned to the Contractor.

If a Contractor determines that the work cannot be completed by the required completion date then it will be the responsibility of the Contractor to inform the Agency representative by telephone or voice mail prior to 8:00 a.m. on the day following the scheduled completion date.

H. **Completion, Inspection, and Acceptance of Work:**

The Agency's representative at each site is responsible for thoroughly inspecting the completed work. Inspections will be scheduled for the day following the required completion date but may not occur for up to three business days following the required completion date.

If a Contractor meets the requirements of the Summary of Work and the Technical Specifications, the Maintenance Worker will approve and forward a copy of a Punch List and Task Order Completion Notification (Section 00810) informing the Contractor that completion has occurred and that the Contractor may submit an invoice. If applicable, the permit folder with the final inspection sign-off needs to be returned to the site of work prior to payment being issued.

In the event the Contractor does not complete the work per the Summary of Work and the Technical Specifications, the Agency's representative will list the deficient items on a Punch List and Task Order Completion Notification and forward a copy to the Contractor via e-mail. It is the Contractor's responsibility to check their e-mail each day for Punch Lists.

Only one (1) notification of Punch List item(s) will be issued for each Task Order. All Punch List items must be completed by 7:00 p.m. on the day following notification of the Punch List.

If the Contractor meets the requirements of the Summary of Work and the Technical Specifications, for all Punch List items, the Agency representative will approve and forward a copy of a Punch List and Task Order Completion Notification to the Contractor. The Contractor may submit their invoice upon receipt of completion approval.

If, after being issued a Punch List and Task Order Completion Notification for deficient items, the Contractor still does not meet the requirements of the Summary of Work and the Technical Specifications, the Contractor will be subject to the requirements of:

- a) If the Contractor fails to complete the deficient items addressed in the Punch List and Task Order Completion Notification by 7:00 p.m. on the working day following notification, the work may be performed by other means and the cost thereof will be deducted from the monies due or

to become due to the Contractor. The Contractor will be notified in writing of any monies that the Agency intends to deduct from the monies due.

- b) If the Contractor has not received a Punch List and Task Order Completion Notification within four (4) working days following the Contractor's required completion date, the Contractor may submit their invoice for payment on the fifth (5th) working day following the Contractor's required completion date. Punch List Notifications may still be issued against Task Orders that have not received a Notification of Completion even if the invoice has been submitted for payment.

I. **Conditions:**

At the Agency's discretion, Contractors not participating in three consecutive Task Orders may be issued a notice of contract cancellation.

1. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE A PROJECT PER THE TERMS OF THE CONTRACT:

The parties acknowledge and agree that the actual damages to the Agency for breach of Contractor's obligations, including damages to those relying upon Agency services, would be uncertain and difficult to establish. Therefore, Contractor shall pay, as liquidated damages for failure to complete the entire work (including "Punch List" items) on or before the completion date, and not as a penalty, the following "Liquidated Damages Amount" for each calendar day, continuing to and including the day on which the work is fully completed as required by this contract (including due notification to the Agency of the completion).

Liquidated Damages Amount - \$50.00 per day

2. Selected contractors acknowledge they are to take **special care not to paint fire sprinkler heads**. Contractor shall notify prior to commencing work if they observe paint on any fire sprinkler head at the work site. Contractor shall be charged **\$250.00 per sprinkler head** that has to be replaced by the Agency after inspection of the completed work by the Agency's Maintenance Worker.
3. The Agency reserves the right for other divisions/departments of the Agency to use this contract after it has been fully executed.
4. The Agency may elect to solicit and award separate contracts for any services at any time during the term of the contracts resulting from this solicitation.

J. **Contractor Access To and Use of Site:**

1. Agency representative will designate an entrance to the project site.
2. Use of premises for work, storage and vehicular parking is limited to areas designated by the Agency representative.
3. All work at the sites should be performed during the times permitted by the local jurisdiction Monday through Friday (Saturday is not considered a mandatory work day for performance). No work shall be done on the unit by the Contractor between the hours of 7:00 p.m. and 7:00 a.m., nor on Sundays or legal Agency holidays (as listed below in Item 5) except work as is necessary for the proper care and protection of the unit or work directly associated with an emergency or special situation related to the site, and only with the prior permission of the Agency representative or Contract Administrator.

4. The normal working hours and/or days may be revised at the discretion of the Contract Administrator. Any revision must be in writing and may be revoked at any time.
5. The following are Agency holidays:
 - New Year's Day
 - Martin Luther King, Jr. Day
 - Presidents Day
 - Caesar Chavez Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day (Thursday & Friday)
 - Christmas Eve (after 12:00 noon)
 - Christmas Day
 - New Year's Eve (after 12:00 noon)

K. **Workplace Behavior:**

1. This Work will be accomplished in a family type neighborhood. Appropriate behavior will be required. Specifically:
 - a. No loud music will be allowed in the work place;
 - b. Language should be suitable to be heard by children;
 - c. Appropriate work clothing will be required at all times;
 - d. Residents will be treated with respect at all times.
 - e. Smoking is prohibited on all Agency and Housing Authority properties.
2. The Contractor shall employ only persons who are competent and skilled in their respective trades. Whenever the Contract Administrator shall notify the Contractor that any person working on the Project is, in his or her opinion, incompetent, disorderly, uses threatening or abusive language, refuses to carry out the provisions of the Contract Agreement, or is otherwise unsatisfactory, the Contractor shall remove the person from the Project and such person shall not return to the Project without the Contract Administrator's consent.
3. Contractor's Responsibilities:
 - a. Handle products at the site, including storage. Protect products from exposure to the elements, and from other damage.
 - b. Repair or replace, as required, items damaged subsequent to inspection with the Agency representative.

L. **Surrounding Site Condition Survey:**

1. Prior to commencement of Work, the Contractor and Agency representative shall jointly survey the site and existing buildings, paving, plant life, and other items, noting and recording existing damage such as cracks, sags, loose materials and other existing damage.
2. This record shall serve as a basis for determination of subsequent damage to these items due to settlement or movement due to demolition and construction operations.
3. Such damage, as noted, shall be suitably marked on the item, if possible, and the parties making the survey shall sign the official record of existing damage.

4. Cracks, sags or other damage to the site and adjacent buildings, paving and other items not noted in the original survey but subsequently observed shall be reported immediately.

M. **Interpretation of Specifications:**

The Contractor should visit the site prior to submitting a bid for the work. Failure to visit the site will not release the Contractor from the responsibility of knowing the site, its existing conditions, and how it will influence his/her bid. At the site, the Contractor shall acquaint themselves with the existing conditions and how they will influence the scope and the subsequent bid for the Work.

When reviewing the specifications prior to the bid due date, the Contractor shall notify the Agency in writing of any discrepancies, unclear instructions, errors, etc. that he/she believes will influence the outcome of their bid. This includes typical errors or ambiguities in the specifications where the interpretation is doubtful or where the error or ambiguity is sufficiently apparent as to alert a responsible and responsive Contractor that he/she should obtain clarification of the matter prior to completing his/her bid. With this exchange of information, it shall be assumed that the Contractor thoroughly understands the scope and intent of the specifications in relationship to all aspects of the Work. Claims of not understanding the scope and intent of the specifications SHALL NOT be considered reasonable grounds for any increase in the contract amount after the bid is awarded.

N. **Accomplishing the Work:**

1. Due to the nature of this work, the Contractor will assume that when accomplishing a detailed portion of the work, if another portion is damaged or otherwise affected, the contractor shall repair and/or correct the affected portion and return it to its original or better condition at no additional cost to the Agency.
2. Should a discrepancy be discovered in: a) work done by others; or b) work done by one trade which affects work to be done by another or other trades, the Contractor shall notify the Agency at once in writing. If the Contractor proceeds with the work so affected without having given such written notice and without receiving the necessary approval, decision, or instructions in writing from the Agency, then they shall have no valid claim against the Agency for the cost of so proceeding and shall make good any resulting damage or defect. No verbal approval, decision, or instruction shall be valid or be the basis for any claim against the Agency, its officers, employees, or agents.
3. The Contractor shall be responsible for securing and preventing damage or thefts from the Agency's tenants within the work site property during work in progress, and shall resolve all claims from such occurrence.
4. The Contractor shall give the Agency representative full information in advance of their plans for carrying on any part of the work. If, at any time before the beginning or during the progress of the work, any part of the Contractor's equipment, or methods of execution of the work, appear to the Agency representative to be unsafe, inefficient, or inadequate, to insure the required quality or rate of progress of the work, the Agency representative or Contract Administrator may order the Contractor to increase or improve the Contractor's methods, and the Contractor shall promptly comply with such orders; but neither compliance with such orders nor failure of the Agency representative or Contract Administrator to issue such orders shall relieve the Contractor's obligation to secure the degree of safety, the quality of the work, and the rate of progress required by the Contract Documents. The Contractor alone shall be responsible for the safety, adequacy and efficiency of their equipment and methods used for the Project.

5. The Contractor shall be responsible for any fees and permits, and include all licenses and inspections necessary for the proper execution of the work. The awarded Contractor shall secure and pay for the building permit upon receipt of the Notice to Proceed and will be reimbursed the permit cost by the Agency. If applicable, the permit folder with the final inspection sign-off needs to be returned to the site of work prior to payment being issued.

PREVAILING WAGES

Prevailing wages shall be applicable to all contracts over \$1,000.00 for state prevailing wage properties listed on Exhibit 3 or \$2,000.00 for HUD Determined Maintenance wages listed on Exhibit 1 or Davis Bacon wages (Residential or Building) properties listed on Exhibits 1 and 2.

HUD Determined Routine Maintenance wages shall be applicable to all maintenance activities at all locations EXCEPT those addresses specifically noted on Exhibit 3. The applicable HUD Determined Routine Maintenance Wage Determination is provided in (Section 00270). Note that the HUD Determined Routine Maintenance Wage determination will be updated each year at the time of contract amendment to renew the contract(s) for the subsequent option year.

Davis Bacon Residential wages (Section 00250) or Davis Bacon Building wages (Section 00260) shall be applicable to certain activities as noted and at all locations EXCEPT those addresses specifically noted in Exhibit 3. Note that the applicable Davis Bacon Wage Determinations will be updated each year at the time of contract amendment to renew the contract(s) for the subsequent option year.

California State prevailing wages shall be applicable to all activities at the addresses specifically noted in Exhibit 3. The applicable information regarding California State prevailing wages is provided in (Section 00240).

Contracts awarded as a result of this solicitation shall be subject to Federal and State labor standards, affirmative action requirements, and Section 3 requirements of the HUD Act of 1968.

CERTIFIED PAYROLL REPORTING/LABOR COMPLIANCE

The Contractor and all lower tiered subcontractors will be required to submit all weekly certified payroll reports and labor compliance documentation to the Agency through eComply throughout the duration of the project at no additional cost to the Agency.

PUBLIC WORKS

The Contractor and all Subcontractors, of any tier, must comply with the requirements of the California Labor Code including but not limited to Sections 1771, 1774, 1775, 1776, 1777.5, 1813 and 1815.

Contractors are required to register with the Department of Industrial Relations (DIR). Notwithstanding any other requirements (including federal labor requirements), this contract is subject to compliance monitoring and enforcement by the DIR.

<http://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

All contractors on the qualified list shall have a valid DIR number at time of submittal and shall maintain a valid DIR number throughout the duration of this contract term. A contract may not be renewed for an option year if Contractor does not have a valid DIR number. It is as the Agency's discretion which projects/contracts will be registered with the DIR for payroll reporting. At any time a certain scope of work may fall below the DIR's small

project discretion, but the Agency may register some or all projects with the DIR. It is the responsibility of the Contract to understand their requirements under the DIR.

INSURANCE REQUIREMENTS

For your reference, the Agency Insurance Requirements are provided in Section 00510.

M/WBE AND SECTION 3 REQUIREMENTS

The Agency highly encourages participation by local qualified firms and organizations in all aspects of contracting. The Agency actively encourages participation of Small Business Enterprises (SBE), Minority and Women Owned Business Enterprises (M/WBE), and Section 3 businesses in all aspects of contracting.

Section 3 of the Housing and Urban Development Act of 1968 (Section 3), as amended (12 U.S.C. 1701u), requires the Agency to ensure that employment and other economic and business opportunities are directed to public housing residents and other low-income persons, to the greatest extent feasible; particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very low-income persons (Section 3 Residents).

The contract resulting from this solicitation is subject to Section 3 requirements. During the term of this contract, should the selected Contractor have the need to hire new employees, the Contractor shall make every effort to hire a Section 3 resident. The Contractor has the responsibility of demonstrating its efforts to hire Section 3 residents to meet hiring needs. The Agency will monitor Contractor's compliance with Section 3 requirements.

AWARD NOTICE AND ACCEPTANCE PERIOD

Notice of intent to award the contract will be sent by email and mail to all vendors submitting a timely proposal. Execution of the contract shall be completed no later than 60 days after issuance of the Notice to Award. If an apparent successful Contractor fails to negotiate and deliver an executed contract within that time period, the Agency may cancel the award.

CONTRACT

It is the intent of the Agency to award multiple contracts per trade for a period of one (1) year with the option to add four (4) additional one year periods. The final number of Contractors awarded contracts resulting from this RFQ is at the sole discretion of the Agency. The additional periods are at the sole discretion of the Agency based on the Contractor's performance and the Agency needs. Prospective Contractors are advised to review the contract agreement and attachments before submitting their qualifications. A sample of the contract is provided in Section 00500. All performance of contracts resulting from this RFQ shall commence no later than March 1, 2020.

No subcontracting shall be allowed under the terms of the contract(s) resulting from this RFQ. However, at the Agency's discretion, the Agency may allow a sub-contractor to perform work incidental to the Task Order Scope of Work which is outside the contractor's license type. Any lower-tiered subcontractor shall be bound by all DIR, prevailing wage or certified payroll reporting requirements. All Contractors must notify the compliance analyst of any subcontractor prior to work being done by the subcontractor.

The services under this contract may be used by any department, division, or legal entity of the Agency.

Those qualified Contractors not initially offered contracts will be placed on a Waiting List. Should one or more of the most qualified contractors have their contract terminated; the next ranked contractor on the Waiting List will be contacted and offered a contract for the services solicited for in this RFQ.

If a Contractor has not participated in the Task Order process for 3 consecutive Task Orders, the Agency may issue a notice of contract cancellation.

If one (1) or more of the initially awarded Contractors is terminated, then the Agency will contract with the next qualified Contractor and so on until all Qualified Contractors have been contracted with the Agency. If this happens, the Agency will re-solicit for more qualified Contractors.

CONTACT

All questions and requests for clarification concerning this RFQ are to be submitted no later than 11:00 a.m. on January 8, 2020 by e-mail to:

Dina D. Dennis – Procurement Services
(916) 440-1342
ddennis@shra.org

Do not contact other Agency employees or Selection Committee members regarding this project or the selection procedures. The Agency will not be responsible for oral or other explanations / interpretations of the RFQ document or procedures.

SUBMISSION PROCEDURES, REQUIREMENTS AND SELECTION PROCESS

RFQ Timeline

December 4, 2019	RFQ Issued at 4:00 p.m.
December 18, 2019	Pre-Submittal Meeting 801 12 th Street 2 nd Floor 10:30 a.m.
January 8, 2020	RFI's due in writing by 11:00 a.m. to ddennis@shra.org
January 10, 2020	Responses to questions will be posted on the website by 5:00 p.m. www.shra.org
January 21, 2020	Proposals due by 4:00 p.m. Postmarks will not be accepted

PRE-SUBMITTAL MEETING

A Pre-Submittal meeting will be held on **Wednesday, December 18, 2019 at 10:30 am** at 801 12th Street, Sacramento, CA 95814. The Pre-Submittal meeting is not mandatory; however, firms interested in submitting a proposal are encouraged to attend.

TIME AND PLACE FOR SUBMISSION OF QUALIFICATIONS

Firms interested in providing services for the Agency shall closely examine the specific submittal requirements and questions below, as well as the Instructions to Offerors provided in Section 00200. Submit four (4) bound copies and one (1) flash drive of the proposal to:

Dina D. Dennis – Procurement Services
Sacramento Housing and Redevelopment Agency
Under \$10,000 Qualified Vendor List - RFQ #1973-DD
801 12th Street, 2nd Floor
Sacramento, CA 95814

All proposals must be received by 4:00 p.m., on Tuesday, January 21, 2020. If the submission is late or lacking in the number of copies required, that firm may be eliminated from consideration. Postmarks, e-mails and faxes will not be accepted.

After selection and execution of the contract all information and materials provided in each submittal received is subject to disclosure through a Public Records Request pursuant to the California Public Records Act.

SUBMITTAL FORMAT

Submittals are to be one (1) flash drive and four (4) bound copies, numbered and single-sided, standard sized (8.5" x 11") pages. Brevity is encouraged; however, be sure to fully address each item listed below as part of your RFQ submittal. To facilitate review by the Selection Committee, please submit information in accordance with the following format, identifying each item in order by the appropriate label. The total allowable length of all submission materials should not exceed twenty (20) pages exclusive of your cover letter, graphic examples and any folder or cover.

A. Letter of Interest

1. Please provide a letter of interest on company letterhead including: principal office address, address of office that will be providing the services, phone number, names, titles and contact information for principals and principal areas of services provided.
2. Provide a brief narrative of the company, including company size, years of operation, areas of expertise, relevant Contractors State License Board numbers, Department of Industrial Relations Registration numbers and or certifications and any other relevant information. Provide proposed staff contact information (address, phone number, e-mail address).

B. Qualification Statement

1. Complete the Qualification Statement (Section 00180) and return with your submittal. Answering yes to any question in Part 1. 1 through 4 will be immediate disqualification. Required to be considered for selection.

C. Experience

1. Provide examples of similar services your company has provided in the Greater Sacramento area, paying special attention to services provided to public and government agencies.
2. Provide a copy of your current active CSLB license.
3. Provide a copy of your current and active DIR Registration.
4. Complete Lead Based Paint Certification (Section 00450) and return with your submittal. Required to be considered for selection.

D. Section 3 Form

1. Complete Declaration of Understanding and Intent to Comply with Section 3 Requirements (Section 00620). Required to be considered for selection.

SUBMITTAL REVIEW

Submittals will initially be reviewed after they are received to confirm that they follow the proposal format. Proposals that do not follow the format will be considered non-responsive and will not be added to the qualified list.

SELECTION PROCESS

1. Review of the proposals will follow the submittal deadline. It is anticipated that during the selection process firms will be ranked directly from the written materials. However, the Agency reserves the right to request clarifications or additional information from any or all firms.
2. The Agency intends to award contracts to the firms which the Agency determines to be the most responsive to the requirements of the RFQ and represents the best overall value to the Agency, considering technical expertise, experience, and other factors.
3. Should any offeror wish to protest the final selection, they shall have five (5) calendar days after the date of the selection letter to submit a written protest to the Agency. In order to be considered, the written protest shall be full and complete; specifying in detail the grounds of the protest and the facts supporting the protest. Any offeror who has a legitimate protest must claim to be eligible for award of the contract. Protest letters are to be sent to:

Sacramento Housing and Redevelopment Agency
Attn: Procurement Services Manager
801 12th Street, 2nd Floor
Sacramento, CA 95814

All protests shall be resolved in accordance with the Agency's protest policy and procedures, copies of which are maintained at the Agency and available upon request.

AWARD OF CONTRACT

After the Agency has determined the final rankings, the Agency will execute contracts with the top ranked firms. Prospective firms are advised to review the contract agreement and provisions provided with the RFQ document, Section 00500, before submitting their qualifications.

The initial contract(s) will be for a period of one (1) year with the option to add four (4) additional one (1) year periods. The additional periods are at the sole discretion of the Agency, based on the firm's performance and Agency needs.

AGENCY RIGHTS, OPTIONS, AND POLICIES

1. The Agency reserves the right to decide that one firm is more responsive than the others and to select after review of the written submittals only.
2. The Agency reserves the right to reject any and all submissions, request additional information, amend the project schedule, or issue additional requirements throughout the selection process.

It is the responsibility of the proposer to verify that all necessary information is submitted by the due date.

3. The Agency reserves the right to modify any portion, postpone or cancel this RFQ at any time, and/or reject any and all submissions without providing any reason for doing so. No submission documents will be returned.
4. The Agency reserves the right to reject individual team members, firms, and request substitution without providing any reason prior to contract award.
5. The Agency highly encourages participation by local qualified firms.
6. The Agency actively encourages participation of small, minority and women owned business enterprises in all aspects of contracting.
7. No compensation is offered for any work related to this selection process; submissions are entirely voluntary. All original documents including electronic files become the property of the Agency. If any submission is late or incomplete in any way, that proposer will be eliminated from consideration.
8. Materials contained in each proposal will be considered proprietary until selection. Following selection, however, the contract scope of work may be amended by the Agency and negotiated based upon ideas provided by any source.
9. In accordance with federal and state laws, the Agency does not discriminate on the basis of race, color, national origin, gender, sexual orientation, religion, age, veteran's status or disability in the provision of services. Proposers agree to comply with these requirements.
10. Procured proposers will not be considered Agency personnel and the Agency assumes proposal of certain personnel to be a statement of their availability to do the work.
11. The Agency reserves the right to select more than one proposer, to select a proposer for specific purposes or for any combination of specific purposes, and to defer the selection of any proposer to a time of the Agency's choosing.

SECTION 00175 – LIST OF SERVICES

The Sacramento Housing and Redevelopment Agency (Agency), on behalf of the Housing Authority of the City of Sacramento and the Housing Authority of the County of Sacramento, and its constituent entities is issuing a Request for Qualifications from service vendors and contractors licensed by the State of California Contractors State License Board (CSLB) interested in providing services outlined below:

- Access Control, Automatic Doors, Overhead Doors & Gates (D-28)
- Concrete (C-8)
- Trash Removal & Disposal Services (Haul-away)
- Drywall (C-9)
- Earthwork & Paving (C-12)
- Electrical (C-10)
- Emergency Board-up (B or C-17)
- Fencing (C-13)
- General Building (B)
- General Engineering (A)
- Glazing (C-17)
- Gutter Cleaning (does not include any repair or replacement of gutters)
- Hardware, Locks & Safes (D-16)
- Landscaping Services (mow and blow only)
- Landscaping (C-27)
- Lathing & Plastering (C-35)
- Locksmith Services
- Low Voltage (C-7)
- Ornamental Iron (C-23)
- Painting & Decorating (C-33)
- Plumbing (C-36)
- Pool Services
- Pressure Washing Services (D-38)
- Roofing (C-39)
- Sheet Metal (C-43)
- Countertops & Tub Surrounds (D-16)
- Tree Service (D-49)
- Trenching Only (D-56)
- Warm-Air Heating, Ventilation & AC (C-20)

At the discretion of the Agency, other services or trades may be added or removed from this list at any time.

END OF SECTION

SECTION 00180 - QUALIFICATION STATEMENT

CONTACT INFORMATION

Firm Name: _____
As it appears on license

- Corporation
 Partnership
 Sole Proprietor

Contact Person: _____

Address: _____

Phone Number: _____

Email: _____

If firm is a sole proprietor or partnership:

Owner(s) of Company: _____

PART I. ESSENTIAL REQUIREMENTS FOR QULIFICATONS

Contractor will be immediately disqualified if the answer to any of questions 1 – 4 is “yes.”

1. Has your contractor’s license been revoked at any time in the last five years?

Yes No

2. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five years?

Yes No

3. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

Yes No

4. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes No

PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMAL LAWS

LICENSES

1. List all California construction license numbers, classifications and expiration dates of the California Contractor Licenses held by your firm:

_____	_____	_____
_____	_____	_____

2. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years? (5 points)

Yes No

DISPUTES

3. At any time in the last five years has your firm been assessed and aid liquidated damages after completion of a project under a construction contract with either a public or private owner? (5 points)

Yes No

4. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason? (5 points)

Yes No

5. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder? (5 points)

Yes No

6. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private? (5 points)

Yes No

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH LAWS AND WITH OTHER LABOR LEGISLATION SAFETY

7. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years? (5 points)

Yes No

If yes, number of times penalized: _____

8. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years? (5 points)

Yes No

9. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project (5 points)

PREVAILING WAGE COMPLIANCE

10. Has there been more than on occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with state or federal prevailing wage laws? (10 points)

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

Yes No

THIS FORM MUST BE SUBMITTED WITH PROPOSAL

INSTRUCTIONS TO OFFERORS, NON-CONSTRUCTION HUD-5369-B (8/93)

1. Preparation of Offers:

- a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.
- b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initiated by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.
- c) Offers for services other than those specified will not be considered.

2. Submission of Offers:

- a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.
- b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.
- c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments/Addenda to Solicitations:

- a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- b) Offerors shall acknowledge receipt of any amendments/addenda to this solicitation by
 - (1) signing and returning the amendment/addenda;
 - (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
 - (3) letter or telegram, or
 - (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgement by the time specified for receipt of others.

4. Explanation to Prospective Offerors:

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment/addenda of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor:

- a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -
 - (1) Have adequate financial resources to perform the contract, or the ability to obtain them;
 - (2) Have a satisfactory performance record;
 - (3) Have a satisfactory record of integrity and business ethics;
 - (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
 - (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.
- b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers:

- a) Any offer 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 no 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 HA/HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
 - (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 U.S. Federal holidays; or
 - (4) Is the only offer received.
- b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1),(2), and (3) of this provision.
- c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.
- d) The only acceptable evidence to establish the date of mailing of a late offer, 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 offers, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having being supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing.

Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

- e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.
- f) The only acceptable evidence to establish the date of mailing of a late offer, 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, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.
- h) If this solicitation is a request for proposals, proposals 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 award. Proposals may be withdrawn in person by an offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award:

- a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.
- b) The HA may
 - (1) reject any or all offers if such action is in the HA's interest,
 - (2) accept other than the lowest offer,
 - (3) waive informalities and minor irregularities in offers received, and
 - (4) award more than one contract for all or part of the requirements stated.
- c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.
- d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawals is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.
- e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest:

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by this protestor.

9. Offer Submission:

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The offer shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as offers and deliver them immediately to the appropriate procuring activity only through the routine mail delivery procedure.

SUPPLEMENTAL INSTRUCTIONS TO OFFERORS, NON-CONSTRUCTION

MODIFICATION TO FORM HUD-5369-B (8/93) – INSTRUCTIONS TO OFFERORS NON-CONSTRUCTION

- Clause (None): Form HUD-5369-B (8/93) - Instructions to Offerors, Non-Construction
Clause 3: Amendments/Addenda to Solicitations
Clause 4: Explanation to Prospective Offerors
Clause 6: Late Submissions, Modifications, and Withdrawal of Offers
Clause 8: Service of Protest
Clause 9: Offer Submission

Clause (None): FORM HUD-5369-B (8/93) - INSTRUCTIONS TO BIDDERS FOR CONTRACTS:

When this form HUD-5369-B (8/93) - Instructions to Offerors, Non-Construction refers to HA and/or HA/HUD, the terms “HA”, “HA/HUD”, “Owner”, or “Agency” means the Housing Authority of the City or County of Sacramento that is authorized to undertake this Contract. **When the funding for the project is federal and the project is not on Public Housing Authority (PHA) property, the term “PHA” means the Redevelopment Agency of the City or County of Sacramento that is authorized to undertake this Contract.**

When this form HUD-5369-B (8/93) - Instructions to Offerors, Non-Construction refers to offer/offerors, they may be interchanged with bid/offer and bidder/offeror.

Clause 3: AMENDMENTS/ADDENDA TO SOLICITATIONS:

- b. **Delete:** This paragraph in its entirety.
- Insert:** Bidder/offerors shall acknowledge receipt of any addenda to this solicitation by identifying the addenda number and date on the bid form. Addenda will be on file in the offices of the Agency’s Procurement Services Division at least seven (7) days before bid opening.

Clause 4: EXPLANATION TO PROSPECTIVE OFFERORS:

- Delete:** Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers.
- Insert:** Any prospective bidder/offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing no later than **January 8, 2020**. All inquiries must be submitted in writing to the Project Manager.

Clause 6: LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWAL OF OFFERS:

- a. **Delete:** This paragraph in its entirety.
- Insert:** Any bid/offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered.
- b. **Delete:** This paragraph in its entirety.
- c. **Delete:** This paragraph in its entirety.

- e. **Delete:** This paragraph in its entirety.
- f. **Delete:** This paragraph in its entirety.
- g. **Delete:** This paragraph in its entirety.
Insert: A late modification of a lowest responsive and responsible bid/offer that makes its terms more favorable to the Agency will be considered at any time it is received and may be accepted.
- h. **Delete:** This paragraph in its entirety.
Insert: Bids/offers 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. A bid/offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for opening of bids/receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid/offer.

Clause 7: SERVICE OF PROTEST:

Delete: This clause in its entirety.

Insert:

- a. A bidder/offeror who wants to protest the "Notice of Intent to Award" shall have ten (10) calendar days after the date the notice is issued to submit to the Agency a written protest. The written statement shall be full and complete; specifying in detail the grounds of the protest and the facts supporting the protest or it will not be considered. Any bidder/offeror who has a legitimate protest must claim to be eligible for award of the contract as being the lowest responsible bidder.
- b. Protests shall be served on the Agency by obtaining written and dated acknowledgement from:

Sacramento Housing and Redevelopment Agency
Attn: Procurement Services Supervisor
801 12th Street, 2nd Floor
Sacramento, CA 95814
- c. All protests shall be resolved in accordance with the Agency's protest policy and procedures, copies of which are maintained at the Agency and available upon request.

Clause 9: OFFER SUBMISSION:

Insert: The following paragraphs are additional requirements to the Instruction to Offerors, Non-Construction:

- a. **The following forms must be completed and submitted at the bid opening or the bid will be considered non-responsive:**
 - (1) Bid Form properly signed.
 - (2) Certifications and Representations of Offerors, Non-Construction Contract, Form HUD-5369-C (8/93).

- (3) Supplemental Certifications and Representations of Offerors, Non-Construction Contract.
- b. The following forms must be completed and submitted to the Buyer after the selection of the successful bidder/offeror but prior to bid award:
- (1) Agency Contract (this form will be completed by the Buyer for signature by the successful bidder/offeror).
 - (2) Compliance Related Documents (*submit to Labor Compliance Analyst).
 - (3) Insurance Certificates as required.

END OF SECTION

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. 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 classifications and wage rates approved by HUD under subparagraph 1(b), 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.
- (b) (i) 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 only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to 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.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD 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.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records 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.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/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; A

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **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 he or she 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.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), 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 the 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 paragraph (a) 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 paragraph (a) of this clause.

- (c) **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 U.S. 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 paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II 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 the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

General Contract Conditions for Small Construction/Development Contracts

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

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts greater than \$2,000 but not more than \$150,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. 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. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, 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.
- (b) 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.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) 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 days after receipt of the Contracting Officer's decision.
- (e) 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.

4. 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 the 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; and
 - (2) The Contractor, within 10 days from the beginning of such delay 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 obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. 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.

6. 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 \$ _____ [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 \$ _____ [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.

7. 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.

8. 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 an 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.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all 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 this contract is performed.

12. 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.

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (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

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- 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.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development 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 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 the 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 prime 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) 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 (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.

- (e) 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.

- (f) 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.
- (g) 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.
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) 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.
- (j) 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.
- (k) 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.

(l) 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.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) 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;
- (ii) 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
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

SECTION 00810 - SUPPLEMENTAL GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS

MODIFICATION TO FORM HUD-5370-C (exp. 01/31/2017) – GENERAL CONDITIONS FOR NON- CONSTRUCTION CONTRACTS – SECTION II

- Clause 7: Subcontracts
- Clause 9: **INSERT:** Definitions
- Clause 10: **INSERT:** Changes
- Clause 11: **INSERT:** Termination for Convenience and Default
- Clause 12: **INSERT:** Examination and Retention of Contractor's Records
- Clause 13: **INSERT:** Disputes
- Clause 14: **INSERT:** Contract Termination; Debarment
- Clause 15: **INSERT:** Assignment of Contract
- Clause 16: **INSERT:** Interest of Members, Officers, or Employees and Former Members, Officers, or Employees
- Clause 17: **INSERT:** Dissemination or Disclosure of Information
- Clause 18: **INSERT:** Contractor's Status
- Clause 19: **INSERT:** Liens
- Clause 20: **INSERT:** Contractor's Responsibility for Work
- Clause 21: **INSERT:** Other Contracts
- Clause 22: **INSERT:** Pre-performance Conference and Notice to Proceed
- Clause 23: **INSERT:** Site Investigation and Conditions Affecting the Work
- Clause 24: **INSERT:** Differing Site Conditions
- Clause 25: **INSERT:** Permits and Codes
- Clause 26: **INSERT:** Health, Safety, and Accident Prevention
- Clause 27: **INSERT:** Availability and Use of Utility Services
- Clause 28: **INSERT:** Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements
- Clause 29: **INSERT:** Clean Air and Water
- Clause 30: **INSERT:** Energy Efficiency
- Clause 31: **INSERT:** Inspection and Acceptance of Service
- Clause 32: **INSERT:** Term of Contract; Option to Extend the Term of the Contract; Option to Extend Services; and Contract Period: Substantial Completion Date – Performance Period
- Clause 33: **INSERT:** Order of Precedence
- Clause 34: **INSERT:** Payments
- Clause 35: **INSERT:** Contract Modifications
- Clause 36: **INSERT:** Suspension of Work
- Clause 37: **INSERT:** Liquidated Damages
- Clause 38: **INSERT:** Insurance: and Public Liability
- Clause 39: **INSERT:** Licensing
- Clause 40: **INSERT:** Laws to be Observed
- Clause 41: **INSERT:** No Payment for Delays
- Clause 42: **INSERT:** Fair Labor Standards Act
- Clause 43: **INSERT:** Funding Availability
- Clause 44: **INSERT:** Force Majeure
- Clause 45: **INSERT:** Taxes
- Clause 46: **INSERT:** Invoicing
- Clause 47: **INSERT:** Performance Hours/Days/Agency Holidays/Contractor Parking
- Clause 48: **INSERT:** Standards of Conduct
- Clause 49: **INSERT:** Work Order Request Required Information
- Clause 50: **INSERT:** Deficiencies
- Clause 51: **INSERT:** Indemnification

Clause 7: SUBCONTRACTS:

Insert:

The rules concerning the use of subcontractor on the Project are listed on the List of Designated Subcontractors Form of the Contract Documents. Particular reference was made therein to Section 4100 et seq. of the Public Contract Code.

Clause 9: DEFINITIONS:

Insert:

a. **“Authority or Housing Authority (HA)”:**

“HA”, “PHA”, “Owner” or “Agency” means the Housing Authority of the City or County of Sacramento that is authorized to undertake this contract.

b. **“Acceptance”** means the act of an authorized representative of the Agency by which the Agency approves and assumes ownership of the work performed under this contract Acceptance may be partial or complete.

c. **“Agency Project Manager”** means the person delegated by the Contracting Officer of the Agency for all field or site administration of and communication with the Contractor.

d. **“Amendments”, “Addenda”** means any changes, revisions or clarifications of the Contract Documents that have been duly issued by the Agency to prospective Bidders prior to time of receiving Bids.

e. **“City”** means the City of Sacramento, State of California, within which the Project is situated.

f. **“City Council”** means the legal governing body of the City and also the legal governing body of the Agency.

g. **“Contract”** means the contract entered into between the Authority and the Contractor. It includes the contract form; the Representations, Certifications, and Other Statements of Bidders; these contract clauses, and the Statement of Work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.

h. **“Contract Documents”** means and shall include the General Conditions, the Specifications or Statement of Work, the executed form of Bid, the executed Contract, and all modifications to any of the foregoing by addendum, or change order, and is inclusive of the Project Manual in its entirety.

i. **“Contract Price”** shall be the amount of the Contractor’s bid to perform all the work for the Project.

j. **“Contracting Officer”:**

The term includes any successor Contracting Officer and any duly authorized representative of the Agency.

k. **“Contractor”** means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.

- l. **“County”** means the Sacramento County, State of California, within which the Project is situated.
- m. **“County Board of Supervisors”** means the legal governing body of the County and also the legal governing body of the Agency.
- n. **“Days”**:

“day(s)” means calendar days, unless stated otherwise. If an item date falls on a Saturday or Sunday, the due date will automatically change to the following Monday.
- o. **“General Conditions”** means the terms and conditions which shall control the general activities of the parties to the Contract Documents.
- p. **“HUD”** means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.
- q. **“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.
- r. **“PHA”**: When these General Conditions of the Contract for Non-Construction refer to PHA; the terms “PHA” and “HA”, “Owner”, or “Agency” shall be synonymous. “PHA”, “HA”, “Owner”, or “Agency” means the Housing Authority of the City or County of Sacramento that is authorized to undertake this Contract.
- s. **“Project”** means the entire project, whether construction or rehabilitation or service, the work for which is provided for in whole or in part under this contract.
- t. **“Specifications”** means the written description of the technical requirements or Statement of Work for service and includes the criteria for determining whether the requirements are met.
- u. **“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 supply materials, equipment, and services for the performance of the prime contract or a subcontract.
- v. **“Subcontractor”** means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- w. **“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.
- x. **“Work”** means materials, workmanship, and manufacture and fabrication of components of the project.
- y.

Clause 10: CHANGES:

Insert:

- a. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA – (also see Section 00502-CS – Attachment 1 – Contract Provisions: Clause 12).

Clause 11: TERMINATION FOR CONVENIENCE AND DEFAULT:

- a. The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- b. If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- c. If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- d. If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- e. Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.
- f. The Contracting Officer will act on the Contractor's claim within 30 days of receipt of the Contractor's claim.
- g. Also see Section 00502-CS - Attachment 1: Contract Provisions: Clause 11.

Clause 12: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS:

Insert:

- a. The HA, 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 periods of access and examination in paragraph (a) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or
 - (iii) costs and expenses of this contract to which the HA, 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.

Clause 13: DISPUTES:

Insert:

- a. All disputes arising under or relating to this contract, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- b. All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- c. The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- d. Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- e. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.
- f. Notwithstanding any other provision of the Contract Documents, disputes between the Agency and the Contractor involving claims of less than Three Hundred and Seventy Five Thousand Dollars (\$375,000.00) shall be handled in accordance with the provisions of the California Public Contract Code §20104.2.

Clause 14: CONTRACT TERMINATION; DEBARMENT:

Insert:

- a. The Agency may terminate the contract if the Contractor fails to appear at a scheduled job site during the contract period.
- b. The Agency may terminate the contract if the Contractor fails to correct a deficiency within five (5) Calendar days (not including non-working days or Agency holidays), after issuance by the Agency.
- c. An accumulation of three (3) written deficiencies during any one (1) year period of the contract may result in a termination of the contract.

- d. The Agency may terminate the contract if the Contractor causes damage to Agency property (including landscaping and/or lawns) by use of a vehicle or equipment.
- e. Any Contractor found tampering with any Agency's unit's utilities may immediately be terminated from their contract.
- f. The Agency may terminate the contract if the Contractor is in violation of any contractual requirements of the Agency.
- g. A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor as provided in 24 CFR Part 24.

Clause 15: ASSIGNMENT OF CONTRACT:

Insert:

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

Clause 16: INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES AND FORMER MEMBERS, OFFICERS, OR EMPLOYEES:

Insert:

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA 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 – (also see Section 00502-CS – Attachment 1: Contract Provisions: Clause 16).

Clause 17: DISSEMINATION OF DISCLOSURE OF INFORMATION:

Insert:

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA – (see also Section 00502-CS – Attachment 1: Contract Provisions: Clause 24: Confidentiality).

Clause 18: CONTRACTOR'S STATUS:

Insert:

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement (also see Section 00502-CS – Attachment 1: Contract Provisions: Clause 25).

Clause 19: LIENS:

Insert:

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

Clause 20: CONTRACTOR'S RESPONSIBILITY FOR WORK:

Insert:

- a. The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work.
- b. 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.
- c. 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.
- d. The Contractor shall be responsible for the location and elevation of all construction work required by the contract Documents. Prior to commencing work, the Contractor shall carefully compare and check all structural and architectural drawings for the Project, each with each other, that in any way effects the location or elevation of the work to be executed by the Contractor, and should any discrepancy be found by the Contractor the contractor shall immediately report it to the Contracting Officer for verification and adjustment. Any error or duplication of work made necessary by failure or neglect on the Contractor's part to comply with this provision shall be done at the Contractor's sole risk and expense. The Contracting Officer may assist the Contractor in establishing Base Lines and Benchmarks, upon 48 hours prior written notice by the Contractor.
- e. The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- f. 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.
- g. 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.

Clause 21: OTHER CONTRACTS:

Insert:

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.

Clause 22: PRE-PERFORMANCE CONFERENCE AND NOTICE TO PROCEED:

Insert:

See Section 00121 – Supplemental Instructions to Bidders for Contracts – Clause 11.

Clause 23: SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK:

Insert:

- 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.

Clause 24: DIFFERING SITE CONDITIONS:

Insert:

a. **DIFFERING SITE CONDITIONS (PUBLIC CONTRACT CODE §7104)**

Any work, which involves digging trenches, or other excavations that extend deeper than four feet below surface require the following:

- (1) That Contractor shall promptly, and before the following conditions are disturbed, notify the Agency, in writing of any:
 - a. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - b. Subsurface or latent physical conditions at the site differing from those indicated.
 - c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.
- b. That the Agency shall promptly investigate the conditions, and if its finds the conditions do materially so differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- c. 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.
- d. 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.

Clause 25: PERMITS AND CODES:

Insert:

- 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. 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.
This bid shall include all fees and permits, and include all licenses and inspections necessary for the proper execution of the work.

Clause 26: HEALTH, SAFETY, AND ACCIDENT PREVENTION:

Insert:

- 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 to the Contracting Officer.
- 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.
- f. The Contractor shall furnish, install and maintain amply sanitary facilities. These facilities shall be sufficient to meet the Project needs and be located to the satisfaction of the Contracting Officer. All such facilities and services shall be furnished in strict accordance with governing health regulations. 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 Agency, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

- g. On any work involving the streets, alleys or public ways, the Contractor shall, prior to the beginning of work, place construction zone signs warning traffic approaching the work from all directions. Where vehicular traffic must be stopped, detoured or otherwise controlled due to the work, the Contractor shall take all reasonable precautions to protect such traffic including, where necessary, the use of flagpersons. All warning signs, lights, and devices shall be in accordance with the requirements of the Motor Vehicle Code of the State of California. The Contractor shall place "No Parking" signs where the nature of the work requires prohibition of parking. In a like manner, pedestrian traffic shall be suitably protected by the Contractor. The Contracting Officer may make such additional requirements for the protection of vehicles and pedestrians as he, she, or it may believe necessary and desirable. Notwithstanding compliance with specific requests of the Contracting Officer, the responsibility of the Contractor to the public's safety shall remain unchanged.
- h. Explosives shall not be used on the Project unless permission to use them shall be granted by the Contracting Officer and only then under such conditions as may be prescribed by the appropriate authorities.
- i. Materials stored on the Project shall be so placed that minimum hazard to the public will result. It is agreed and understood that public safety is a prime consideration and during the progress of the work the protection of the public is to be constantly preserved. The Contractor shall take all necessary precautions for the safety of employees on the Project, and of the public, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site. The Contractor shall erect and properly maintain at all times, as necessary safeguards for the protection of workers and the public, and shall post danger signs warning against the hazards created by such features of construction as protruding materials, hoists, openings, and falling materials, and the Contractor shall designate a responsible member of his, her, or its organization on the Project, whose duty shall be the prevention of accidents.
- j. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his, her, or its plant, appliances, facilities and methods, and for any injury of persons or property which may result from their failure or their improper construction, use, maintenance, or operation.
- k. The duty of the Contracting Officer, his or her employees, agents, architects, or consultants to conduct, construct, or view the Contractor's performance is not intended to include review of the adequacies of the Contractor's safety measures in, or near the Project.

Clause 27: AVAILABILITY AND USE OF UTILITY SERVICES:

Insert:

The Contractor will be responsible for providing their own utility services.

Clause 28: PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:

Insert:

- 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. The Contractor will consult

- with the Agency Project Manager prior to removal of roots and branches which interfere with construction operations.
- 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 Statement of Work.
 - 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 Statement of Work.
 - 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 Statement of Work.
 - 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.

Clause 29: CLEAN AIR AND WATER:

Insert:

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.

Clause 30: ENERGY EFFICIENCY:

Insert:

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.

Clause 31: INSPECTION AND ACCEPTANCE OF SERVICE:

Insert:

- a. The presence or absence of the Agency inspector does not relieve the Contractor from any contract requirement.
- b. The Contracting Officer shall at all times, be permitted to review all the work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, books of account, and other relevant data and records pertaining to the Project. All instructions and approvals with respect to the Project shall be given to the Contractor only by the Contracting Officer and the Agency Project Manager.
- c. Agency Inspections:
 1. The Agency's Project Manager or Designated Representative is responsible for thoroughly inspecting backflow prevention device inspection services jobs at the job site, upon receipt of e-mail or fax notification of the completion of the job. If the Contractor meets the requirements of the specifications, the Agency's Project Manager or Designated Representative will approve and consider the job complete.
 2. In the event services scheduled for performance are omitted or not performed within the contract specifications, the Agency will itemize deficiencies on a mini inspection report known as a "Punch List".
 3. Only one Punch List will be issued for each job. The Punch List will be delivered to the Contractor via e-mail or fax. The Contractor has five (5) Calendar days (not including non-working days or Agency holidays) from receipt of the Punch List to correct deficiencies and complete the Punch List items.
 4. The Contractor will notify the Agency's Project Manager or Designated Representative via e-mail or fax when the Punch List items are complete.
- d. Notification of Completion:

1. The Contractor will notify the Agency's Project Manager or Designated Representative immediately when each backflow inspection device service is complete via e-mail or fax.
2. Backflow prevention device inspection services must be completed and the Agency's Project Manager or Designated Representative notified via e-mail or fax within thirty (30) calendar days (not including non-working days or Agency holidays) from receipt of e-mail or fax Work Order Request. Any exceptions will be noted on the Work Order Request.

Clause 32: TERM OF CONTRACT; OPTION TO EXTEND THE TERM OF THE CONTRACT; OPTION TO EXTEND SERVICES; AND CONTRACT PERIOD: SUBSTANTIAL COMPLETION DATE – PERFORMANCE PERIOD:

Insert:

- a. **TERM OF CONTRACT:** After award the Contractor shall be given Notice to Proceed and shall provide all contractual services for a twelve (12) month period, subject to the availability of appropriations, (see Clause 43, Availability of Funding), commencing on the date specified in the Notice to Proceed.
- b. **OPTION TO EXTEND THE TERM OF THE CONTRACT:** The Agency shall have the unilateral option of extending the term of this contract for two (2) consecutive periods of twelve (12) months each. The terms and conditions contained in the contract shall apply to each option period exercised. Options shall be exercised upon notification (mailed or otherwise furnished) to the Contractor at least thirty (30) Calendar days prior to the expiration of the current contract period. The total duration of the contract, including the exercise of any options, shall not exceed three (3) years and six (6) months. The exercise of options is an Agency prerogative, not a contractual right on the part of the Contractor. If the Agency exercises the option(s) within the prescribed time frames, the Contractor shall be bound to perform the services for the option period(s) or be subject to the default provisions of the contract.
- c. **OPTION TO EXTEND SERVICES:** If it is determined by the Agency that, for administrative, technical, legal, or other reasons, award of a successor contract cannot be made on a timely basis, the Agency shall have the unilateral option of extending the services of this contract. Such notice of intent to extend service shall be given to the Contractor in writing at the earliest possible time, but not less than fifteen (15) Calendar days prior to the contract expiration date. It is understood that exercise of this option will be only for sufficient time to complete award and/or give Notice to Proceed to the follow-on Contractor and that extension of service shall in no event exceed six months.
- d. **CONTRACT PERIOD: SUBSTANTIAL COMPLETION DATE – PERFORMANCE PERIOD:** The work on the Work Order Request e-mailed or faxed to the Contractor shall be substantially completed not later than thirty (30) Calendar days thereafter (not including non-working days or Agency holidays), unless approved contract time extensions are listed otherwise on the Work Order Request. Time is of the essence with regard to substantial completion and final acceptance.

Clause 33: ORDER OF PRECEDENCE:

Insert:

In the event of a conflict between the General Conditions, the General Requirements, or the Statement of Work, the Contractor is to refer to and follow the document containing

the most specification, detail, higher quality or most restrictive document. **All the Contract Documents are essential parts of the Contract**, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be cooperative and to describe and provide information to complete the work of the Project. The Contractor shall not take advantage of any apparent errors or omissions in the Contract Documents. If there is a discrepancy or ambiguity, the matter shall be promptly submitted in writing to the Contracting Officer, who shall promptly make a determination in writing.

The Contractor must provide written notice of any ambiguity to Contracting Officer. Should the Contractor not provide such notice and prepare its bid or commence with work without resolution of the ambiguity by the Contracting Officer, the Contractor proceeds at its own risk and expense.

Clause 34: PAYMENTS:

Insert:

- a. The PHA shall pay the Contractor the price as provided in this contract.
 - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- b. 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.
- c. 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.
- d. Upon request of a payment request the Agency shall act in accordance with the California Public Contract Code, section 20104.50 as follows:
 1. If Agency fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Contractor, the Agency shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
 2. Upon receipt of a payment request, Agency shall:
 - (i) Review the payment request as soon as practicable for the purpose of determining that payment request is a proper payment request;
 - (ii) any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable but in no case later than seven days after its receipt by the Agency. A payment request returned pursuant to this paragraph shall be accompanied by a written explanation as to why the request is not proper; and

- (iii) the number of days available to the Agency to make a payment without incurring an interest charge shall be reduced by the number of days that the Agency exceeds the seven day return requirement.

Clause 35: CONTRACT MODIFICATIONS:

Insert:

- 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).
- 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.

Clause 36: SUSPENSION OF WORK:

Insert:

- 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.

Clause 37: LIQUIDATED DAMAGES:

Insert:

- 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 **Termination for Convenience and Default** of this contract, the Contractor shall pay to the Agency as liquidated damages, the sum as specified in the Supplemental

General Conditions below per each calendar 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.
- d. **Insert:** As actual damages for delay in completion are impossible of determination, the Contractor and its Sureties shall be liable for and shall pay to the Agency the sum of Twenty Five Dollars (\$25.00) per Calendar Day. Liquidated damages shall be for each calendar days of delay beyond the substantial completion date until the work is completed and accepted, subject to the substantial completion requirements and limitations.

Clause 38: INSURANCE: AND PUBLIC LIABILITY:

Insert:

a. Basic Requirements

Any questions or concerns regarding insurance coverage should be discussed with Procurement Services, General Counsel, or Risk Management. Work should not proceed until insurance issues / concerns are resolved.

During the term of the contract, the vendor must maintain the following insurance coverage from insurance providers licensed to do business in California and having a Best's rating of at least A-VII, or a rating of such other rating service as the Agency, in its sole discretion, shall require.

- 1) Commercial General Liability – A policy of comprehensive general liability insurance which shall include, without limitation, coverage for contractual liability, public liability and property damage, written for not less than the single limit liability coverage stated.
 - a) Contractor shall provide Commercial General Liability Insurance using ISO "Commercial General Liability" policy form CG 00 01, with limits of no less than \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate and having a deductible of Twenty-five Thousand Dollars (\$25,000) or less.
 - b) Infrastructure projects and projects over one million dollars need to be reviewed by General Counsel to determine insurance limits.
- 2) Automobile Liability – If motor vehicles are used in performing services in connection with this Contract, a policy of automobile liability insurance written for not less than the liability coverage stated.

- a) If motor vehicles are used in connection with this Contract, Three Hundred Thousand Dollars (\$300,000) or more of automobile liability coverage having a deductible of Five Thousand Dollars (\$5,000) or less.
 - b) For construction and maintenance service contracts, contractor shall provide auto liability coverage for owned, nonowned, and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident and having a deductible of Five Thousand Dollars (\$5,000) or less.
 - c) For contracts where a motorized vehicle is required for the performance of contracted services (appraisers, real estate brokers, etc.), contractor shall provide auto liability coverage for owned, nonowned, and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident and having a deductible of Five Thousand Dollars (\$5,000) or less.
- 3) Workers compensation – A workers compensation policy which covers all employees of vendor and each and every subcontractor and which is written in accordance with California law.
- a) Contractor shall provide Workers Compensation and Employers Liability Insurance on a state approved policy form providing benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
 - b) California law requires a company to have Worker's Compensation insurance if they have one (1) or more employees. It is required whether the employee is full-time, part-time, or temporary. All employees of a company as legally defined including corporate officers and directors must be included in the Worker's Compensation policy unless they are owners of the firm. An owner of a firm is defined as having a 25% interest in the firm.
 - c) A family member is an employee unless he/she is an owner in the firm. An owner of a firm is defined as having a 25% interest in the firm.
 - d) Roofers are required to have Worker's Compensation for the owner. It does not matter whether or not the company has employees; the company must have Worker's Compensation, because the owner must be covered.
- 4) Product Liability or Excess Liability – Construction contracts for work over \$5,000 require Product Liability or Excess Liability insurance for the coverage stated.
- a) For construction contracts over \$5,000.
 - b) Contractor shall provide "all risk" coverage for the completed value of the project. Policies shall contain the following provisions: (1) Agency shall be named as loss payee; and (2) the insurer shall waive all rights of recovery against Agency.

- c) Not required for modernization work which does not involve structural alterations or additions and where the Agency's existing fire and extended coverage policy can be endorsed to include such work.
 - d) The Contractor shall obtain and maintain, during the term of the Contract, property insurance upon the Project at an amount equal to the full insurable value of the Project at all times. The insurance shall include the interest of the Agency and the contractor as named insured, and all subcontractors and subcontractors as their interest may appear, in the Project and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including without duplication of coverage, theft, vandalism, and malicious mischief.
- 5) Professional Liability (Errors or Omissions) – only required for Design Professionals. The architect / engineer shall maintain errors and omissions insurance at all times the Contract is in effect and for a period of five years (or for as long as available at commercially reasonable rates) after final completion of the Project.
- a) Coverage of not less than \$1,000,000 per occurrence and a deductible of not more than \$25,000.
- 6) Failure to maintain the required insurance coverage is a material breach of the Contract. Agency shall, nevertheless, have the right, without obligation, to pay any delinquent insurance premiums and any other charges to reinstate or maintain the required insurance policies and coverage. Vendor must immediately reimburse Agency for any and all costs incurred by Agency in obtaining or maintaining such insurance. If Agency does incur such costs, Agency shall have the right to withhold such amount from any payment due to the vendor under the Contract and to reduce the compensation payable to the vendor under the Contract by such amount.
- Contractor will provide the Agency with the cancellation clause and/or any amendatory endorsements that modify or change the policy cancellation clause of the insurance policies in force. It is the Contractor's responsibility to notify the Agency of any notice of cancellation, non-renewal or non-payment of premium in accordance with your policy provisions. In the event insurance is cancelled or not renewed, the Contractor shall notify the Agency within forty-eight (48) hours of such cancellation or non-renewal.
- 7) Before beginning any work under the Contract, vendor must provide Agency with certificates of insurance with attached endorsements. Vendor may be requested to provide complete copies of the insurance policies demonstrating the required coverage. Vendor must assure that such certificates are in a form reasonably acceptable to the Agency and reflect fulfillment of all of the requirements of the Contract.

b. Agency as Additional Insured

All of the insurance policies, except the workers compensation policy, shall name the "Sacramento Housing and Redevelopment Agency and its constituent entities" as additional insureds.

c. 30-Day Cancellation

- 1) For contracts which require more than 30 days for the performance of work, the vendor must assure that the coverage afforded under the policies can only be canceled after thirty (30) days prior written notice to the Agency of the pending cancellation. **All** insurance certificates and the underlying policies shall each contain a provision stating that coverages afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to the Agency at the following address:

Sacramento Housing & Redevelopment Agency
801 12th Street, 2nd Floor – Procurement Services (PS)
Sacramento, CA 95814

- 2) There are two ways to satisfy this requirement:
 - a) The cancellation clause on the certificate of insurance may be modified to read as follows:

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will ~~endeavor to~~ mail 30 days written notice to the certificate holder named to the left, ~~but failure to mail such a notice shall impose no obligation or liability of any kind upon the company, its agents or representative.~~

- b) The following statement may be included on the insurance certificate:

Notice of cancellation will be provided within ten (10) days for non-payment, and within thirty (30) days all others.

Clause 39: LICENSING:

Insert:

Contractors and subcontractors shall be licensed as is required by Chapter 9 of Division III of the Business and Professions Code.

Clause 40: LAWS TO BE OBSERVED:

Insert:

Attention of the Contractor is directed to certain laws, which affect the Contract Documents. The listing of such laws in these Supplemental General Conditions is not to be construed as a listing of all applicable laws, but rather a summary upon which the Contractor can base its investigation and familiarization of these and all other applicable laws.

- a. The Contractor is familiar with all federal, state and local laws, ordinances, codes and regulations which in any manner affect those engaged or employed in the Project or the material or equipment used in or upon the Project, or in any way affect the conduct of the Project. No pleas of misunderstanding of such laws, ordinances, codes or regulations or of ignorance of the same, on the part of the Contractor shall, in any way, serve to modify the provision of the Contract Documents.

- b. The Contractor at all times shall observe and comply with all federal, state, and local laws, ordinances, codes and regulations affecting the conduct of the Project, and the contractor and his, her, or its surety shall indemnify, defend and save harmless the Agency and all of its officers, agents, and employees against any claim for liability arising from, or based upon, the violation of any such laws, ordinance, regulation, decree, or order, whether by the contractor, subcontractors, materialmen, or by their employees.
- c. The Contract shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Project. If the Contractor observes that any of the Contract Documents are at variance with such laws in any respect, the Contractor shall promptly notify the Agency in writing and any necessary changes shall be adjusted by appropriate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Agency, the Contractor shall assume full responsibility therefore and shall bear all cost attributable thereto.
- d. Child Support Compliance Act: (1) Contractor recognizes the importance of child and family support and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and (2) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry, maintained by the California Employment Development Department.

Clause 41: NO PAYMENT FOR DELAYS:

Insert:

The Contractor shall have no claim for extra compensation for any hindrance or delays of work from a cause not involving the Agency during the progress thereof, although the Contractor may ask for an extension of the time agreed upon by Agency for completion of the Project work. In the case where the Agency is responsible for the delay, the Agency shall be responsible for an equitable adjustment to the contract Price relating thereto under Public Contract Code Section 7102.

- a. Inclement weather shall not be a prima facie reason for the granting of an extension of time, and the Contractor shall make every effort to continue work under prevailing conditions. The Agency may, however, grant an extension of time if an unavoidable delay as a result of unusual and severe inclement weather fact occurs, and such shall then be classified as an "Excusable Delay." Documents.

Clause 42: FAIR LABOR STANDARDS ACT:

Insert:

Contractor shall comply with the Fair Labor Standards Act of 1938 as amended (52 Sta. 1060), as it may be applicable to the Project.

Clause 43: FUNDING AVAILABILITY:

Insert:

Funds are not presently available for performance under this contract beyond the initial 12 month contract period. The Agency's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Agency for any payment may arise for performance under this contract beyond the initial 12 month contract period, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

Clause 44: FORCE MAJEURE:

Insert:

The Contractor shall not be charged with damages if 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 Agency or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the Agency, (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.

Clause 45: TAXES:

Insert:

The contract price includes all applicable Federal, State, and local taxes and duties.

Clause 46: INVOICING:

Insert:

The Contractor shall submit invoices monthly, in duplicate. The Agency consists of seventeen (17) Communities that are managed individually. The Contractor shall invoice for services per Community as identified in Exhibit 2.

Invoices must include:

- a. Name and address of the Contractor;
- b. Invoice date and number;
- c. Contract number;
- d. Location, description, quantity, and unit price of the services delivered;
- e. Name and address of Site Manager to whom payment is to be sent; and
- f. Name, title, and phone number of person to notify in event of defective invoice.

Clause 47: PERFORMANCE HOURS/DAYS/AGENCY HOLIDAYS/CONTRACTOR PARKING:

Insert:

- a. Regularly scheduled services shall be performed during the hours of 7:00 a.m. and 5:00 p.m., five (5) days a week, Monday through Friday. No service shall be performed under this contract by the Contractor on Saturdays, Sundays, or Agency holidays.
- b. The following are Agency holidays:
New Year's Day
Martin Luther King, Jr. Day
Caesar Chavez Day
Washington-Lincoln Day
Memorial Day
Independence Day (Fourth of July)
Labor Day
Veterans Day
Thanksgiving Day (Thursday & Friday)
Christmas Eve (after 12:00 noon)
Christmas Day
New Year's Eve (after 12:00 noon)
- c. Contractor vehicular parking is limited to parking on public streets (outside of Housing Complexes streets) or in Housing Complex parking stalls marked "Visitor".

Clause 48: STANDARDS OF CONDUCT:

Insert:

- a. The services will be performed in a residential or in a family type neighborhood. Appropriate behavior will be required. Specifically:
 1. No loud music will be allowed in the work place;
 2. Language should be suitable to be heard by children:
 3. Appropriate work clothing will be required at all times. All employees and/or individual(s) working on this project must be identified by either a uniform and/or tee shirt with Contractor's business name or and ID badge with Contractor's business name, employee name, & photograph.
 4. Residents will be treated with respect at all times.
- b. The Contractor shall employ only person(s) who are competent and skilled in their trade, and whenever the Contract Administrator shall notify the Contractor that any person working on the project is, in his or her opinion, incompetent, unfaithful or disorderly, or refuses to carry out the provisions of the contract documents, or uses threatening or abusive language to any person at the project representing the Agency or is otherwise unsatisfactory, the Contractor shall remove the person from the project and such person shall not be returned to the project without the Contractor Administrator consent based upon the Contractor's assurance that proper workmanship and proper conduct can be expected from such person.
- c. The Contractor shall be responsible for his or her employees' performance and for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity.

- d. Employee competency is defined as employing individuals who have relevant verifiable experience, and complete knowledge of their current assignment.
- e. Contractor employees are expected to adhere to their employer's Standards of Conduct. Each Contractor employee must be held accountable for his/her actions, recognizing that commission of acts that violate these standards shall be incontestable grounds for disciplinary action, including possible removal from the performance of future work on this contract. Each employee is expected to adhere to standards of behavior that reflect credit on themselves, their employer, and the Agency. Disciplinary actions, including removal actions, shall be the responsibility of the Contractor on the date requested by the Agency.
- f. The appearance of each Contractor employee reflects directly on the reputation of the Contractor, and indirectly on the ability of the Agency to provide professional service personnel. The Contractor shall require that each contract employee be well groomed, and in conformance with industry standards of acceptable appearance for professional employment. These standards shall address personal hygiene and cleanliness.

Clause 49: WORK ORDER REQUEST REQUIRED INFORMATION:

Insert:

- a. Each Work Order Request must include the following information:
 - 1. Address or addresses, location(s), and quantity of backflow prevention device(s) to be inspected;
 - 2. Name and phone number of the Agency individual requesting the service be performed;
 - 3. Name and address of the Agency Site Manager to whom payment is to be sent; and
 - 4. Special instructions (if any).

Clause 50: DEFICIENCIES:

Insert:

- a. Any violation of the specifications/requirements of this solicitation shall result in a deficiency.
- a. A letter of deficiency will be issued to the Contractor and Liquidated Damages will be assessed beginning that day and continuing for each calendar day, including the day on which the work is fully completed.
- c. If the Contractor fails to complete the work addressed in the letter of deficiency within five (5) Calendar days (not including non-working days or Agency holidays), the work will be performed by other means and the cost thereof will be deducted from the monies due or to become due to the Contractor. The Contractor will be notified in writing of any monies that the Agency intends to deduct from the monies due.

Examples of deficiencies are as follows:

- 1. Employees on the job site that are not properly identified (See Clause 48: Standards of Conduct, Paragraph a, Item No. 3 in Section 00810 –

Supplemental General Conditions of the Contract for Construction above).

2. If the Contractor fails to complete the Work Order Request within thirty (30) Calendar days (not including non-working days or Agency holidays) of issuance (See Clause 32: Contract Period: Substantial Completion Date – Performance Period, Paragraph d in Section 00810 – Supplemental General Conditions of the Contract for Construction above).
3. If the Contractor fails to complete the punch list within five (5) Calendar days (not including non-working days or Agency holidays) of issuance (See Clause 31: Inspection and Acceptance of Service, Paragraph c, Agency Inspections, Item No. 3, in Section 00810 – Supplemental General Conditions of the Contract for Construction above).

Clause 51: INDEMNIFICATION

Insert:

Contractor shall hold harmless, defend at its own expense, and indemnify Agency/Authority, to extent permitted by law, against any and all liability, claims, losses, damages or expenses, including reasonable attorney fees, arising from all acts or omissions to act of Contractor or its employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from Agency's/Authority's sole negligence or willful acts. This indemnification provision shall survive the term of the contract.

END OF SECTION

**SECTION 00240 – PUBLIC WORKS:
California Labor Code**

The Contractor and all Subcontractors, of any tier, must comply with the requirements of the California Labor Code including but not limited to Sections 1771, 1774, 1775, 1776, 1777.5, 1813 and 1815.

Contractors are required to register with the Department of Industrial Relations (DIR). Notwithstanding any other requirements (*including federal labor requirements*), this contract is subject to compliance monitoring and enforcement by the Department of Industrial relations (DIR).

<http://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

END OF SECTION

"General Decision Number: CA20190019 11/29/2019

Superseded General Decision Number: CA20180030

State: California

Construction Type: Residential

Counties: Alameda, Contra Costa, El Dorado, Marin, Monterey, Napa, Placer, Sacramento, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Sutter, Yolo and Yuba Counties in California.

RESIDENTIAL CONSTRUCTION PROJECTS (including single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 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 2019. 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	01/04/2019
1	02/01/2019
2	02/22/2019
3	05/03/2019
4	07/26/2019
5	11/08/2019
6	11/15/2019
7	11/22/2019
8	11/29/2019

* ASBE0016-002 08/01/2019

AREA 1: ALAMEDA, CONTRA COSTA, MARIN, NAPA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: EL DORADO, MONTEREY, PLACER, SACRAMENTO, SAN BENITO, SANTA CRUZ, SOLANO, SONOMA, SUTTER, 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.....	\$ 71.16	23.39
Area 2.....	\$ 54.26	23.30

ASBE0016-009 01/01/2019

AREA 1: EL DORADO, MONTEREY, PLACER, SACRAMENTO, SAN BENITO,

SANTA CRUZ, SOLANO, SANOMA, SUTTER, YOLO & YUBA COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, MARIN, NAPA, SAN FRANCISCO, SAN MATEO & SANTA CLARA 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.....	\$ 28.20	9.27
Area 2.....	\$ 36.53	9.27

BRCA0003-001 08/01/2019

	Rates	Fringes
MARBLE FINISHER.....	\$ 35.41	16.45

* BRCA0003-002 05/01/2019

	Rates	Fringes
BRICKLAYER		
(7) Marin, Napa, San Francisco, San Mateo, Solano, Sonoma.....	\$ 45.92	26.70
(8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 47.73	22.59
(9) El Dorado, Placer, Sacramento, Sutter.....	\$ 43.24	21.63
(16) Monterey, Santa Cruz...	\$ 44.51	24.59

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) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

* BRCA0003-007 07/01/2019

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 37.58	17.33
TERRAZZO WORKER.....	\$ 48.53	26.84

FOOTNOTE: Base machine operator: \$1.00 per hour additional.

BRCA0003-009 08/01/2019

	Rates	Fringes
MARBLE MASON.....	\$ 49.42	27.86

* BRCA0003-012 04/01/2019

	Rates	Fringes
TILE FINISHER		
Alameda, Contra Costa,		
Marin, Monterey, Napa, San		
Benito, San Francisco, San		
Mateo, Santa Clara, Santa		
Cruz, Solano.....	\$ 29.94	16.38
El Dorado, Placer,		
Sacramento, Sutter, Yolo,		
Yuba.....	\$ 27.31	14.75

Sonoma.....\$ 28.06 15.82

Tile Layer

Placer, Sacramento,
 Sutter, Yolo, Yuba.....\$ 45.51 17.64
 Alameda, Contra Costa,
 Marin, Monterrey, Napa,
 San Benito, San Francisco,
 San Mateo, Santa Clara,
 Santa Cruz, Solano.....\$ 49.90 19.16
 Sonoma.....\$ 46.77 19.08

 CARP0022-001 07/01/2019

San Francisco 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

 CARP0035-005 07/01/2016

AREA 1: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano & Sonoma Counties

AREA 2: Monterey, San Benito & Santa Cruz Counties

AREA 4: El Dorado, Placer, Sacramento, Sutter, Yolo, & Yuba Counties

Rates Fringes

Drywall Installers/Lathers:

Area 1.....	\$ 40.35	28.64
Area 2.....	\$ 34.47	28.64
Area 4.....	\$ 33.62	28.64

Drywall Stocker/Scraper

Area 1.....	\$ 20.18	16.57
Area 2.....	\$ 17.24	16.57
Area 4.....	\$ 16.81	16.57

CARP0035-009 07/01/2018

Marin County

Rates Fringes

CARPENTER

Bridge Builder/Highway		
Carpenter.....	\$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer.....	\$ 48.55	29.32
Journeyman Carpenter.....	\$ 48.40	29.32
Millwright.....	\$ 48.50	30.91

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.

CARP0046-003 07/01/2014

El Dorado (East), Placer (East), Sutter and Yuba Counties

Rates Fringes

Carpenters

Bridge Builder/Highway		
Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 33.27	27.53
Journeyman Carpenter.....	\$ 33.12	27.53
Millwright.....	\$ 35.62	29.12

* CARP0152-001 07/01/2019

Contra Costa 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

* 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

* CARP0217-001 07/01/2019

San Mateo 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

* CARP0405-001 07/01/2019

Santa Clara County

Rates	Fringes
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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

* CARP0405-002 07/01/2019

San Benito 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.....\$ 44.68 30.20

Journeyman Carpenter.....\$ 44.62 30.20

Millwright.....\$ 47.12 31.79

* CARP0505-001 07/01/2019

Santa Cruz 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.....	\$ 44.77	30.20
Journeyman Carpenter.....	\$ 44.62	30.20
Millwright.....	\$ 47.12	31.79

* CARP0605-001 07/01/2019

Monterey 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.....	\$ 44.77	30.20
Journeyman Carpenter.....	\$ 44.62	30.20
Millwright.....	\$ 47.12	31.79

* CARP0713-001 07/01/2019

Alameda 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

 ELEC0006-003 12/01/2018

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 40.52	3%+19.05
Technician.....	\$ 46.60	3%+19.05

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; 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; excluding 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); excluding energy management systems.

 ELEC0006-005 06/01/2019

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 44.70	3%+17.63

Work on residential wood frame remodel and repair in all wood-constructed buildings not to exceed 24 living units; and new wood frame single structure 1 or 2 family houses, or on all wood- constructed buildings not to exceed 20 living units under 1 roof excluding projects or tracts containing more than 2 houses, or more than 1 building

 ELEC0006-009 06/01/2018

SAN FRANCISCO COUNTY:

	Rates	Fringes
ELECTRICIAN		
All other work.....	\$ 71.00	3%+31.215

 ELEC0180-002 06/01/2016

NAPA & SOLANO COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.10	13.19

 ELEC0234-002 12/24/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 49.30	25.58
Zone B.....	\$ 54.23	25.73

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-004 12/01/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 40.02	19.75
Technician.....	\$ 46.02	19.75

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; 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; excluding 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); excluding energy management systems.

ELEC0302-002 01/01/2018

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 56.17	26.59
ELECTRICIAN.....	\$ 49.76	26.59

ELEC0302-004 12/01/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 38.42	19.70
Technician.....	\$ 44.18	19.88

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; 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; excluding 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); excluding energy management systems.

ELEC0332-002 12/01/2018

SANTA CLARA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 34.25	17.598

ELEC0332-004 12/01/2018

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		

Installer.....	\$ 40.02	19.75
Technician.....	\$ 46.02	19.93

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; 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; excluding 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); excluding energy management systems.

 ELEC0340-001 02/01/2016

EL DORADO, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Four stories.....	\$ 39.06	24.51
Work on single family homes and apartments up to and including 3 stories.....	\$ 23.10	12.48

 ELEC0340-004 02/01/2018

COLUSA, PLACER, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 29.35	3%+15.35
Technician.....	\$ 33.75	3%+15.35

SCOPE OF WORK: Including any data system whose only function

is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; 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; excluding 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); excluding energy management systems.

 ELEC0401-006 01/01/2019

EL DORADO AND PLACER COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 28.45	8.35

ZONE PAY:

- Zone 1 - 0 to 70 miles \$0.00 Per Hour
- Zone 2 - 70 to 90 miles \$5.00 Per Hour
- Zone 3 - 91 miles and over \$7.00 Per Hour

 ELEC0551-003 06/01/2017

MARIN AND SONOMA COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	13.72

 ELEC0595-004 06/01/2018

ALAMEDA COUNTY

	Rates	Fringes
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CABLE SPLICER.....	\$ 61.03	3%+35.72
ELECTRICIAN.....	\$ 54.25	3%+35.72

 ELEC0595-007 12/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 40.02	3%+18.96
Technician.....	\$ 46.02	3%+18.96

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; 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; excluding 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); excluding energy management systems.

 ELEC0617-002 06/01/2019

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 63.00	37.68

 ELEV0008-001 01/01/2019

	Rates	Fringes
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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.

ENGI0003-009 06/26/2017

EL DORADO, MONTEREY, NAPA, PLACER, SACRAMENTO, SAN BENITO,
SANTA CRUZ, SONOMA, SUTTER, YOLO AND YUBA COUNTIES

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DESCRIPTIONS BELOW

Rates Fringes

OPERATOR: Power Equipment

(AREA 1:)

GROUP 1.....	\$ 43.25	30.39
GROUP 2.....	\$ 41.80	30.39
GROUP 3.....	\$ 40.40	30.39
GROUP 4.....	\$ 39.07	30.39
GROUP 5.....	\$ 37.86	30.39
GROUP 6.....	\$ 36.59	30.39
GROUP 7.....	\$ 35.50	30.39
GROUP 8.....	\$ 34.00	30.39
GROUP 8-A.....	\$ 32.30	30.39

OPERATOR: Power Equipment

(Cranes and Attachments -

AREA 1:)

GROUP 1

Cranes.....	\$ 44.85	30.39
Oiler.....	\$ 35.59	30.39
Truck crane oiler.....	\$ 38.05	30.39
GROUP 2		
Cranes.....	\$ 42.41	30.39
Oiler.....	\$ 35.34	30.39
Truck crane oiler.....	\$ 37.83	30.39
GROUP 3		
Cranes.....	\$ 40.77	30.39
Hydraulic.....	\$ 37.20	30.39
Oiler.....	\$ 35.11	30.39
Truck crane oiler.....	\$ 37.58	30.39
GROUP 4		
Cranes.....	\$ 37.86	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 construction 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 machine (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

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;

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CONTRA COSTA, MARIN, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SANTA CLARA, SANTA CRUZ, SOLANO, YOLO, AND YUBA COUNTIES

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

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

ENGI0003-010 06/26/2017

ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SOLANO COUNTIES

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DESCRIPTIONS BELOW

Rates Fringes

OPERATOR: Power Equipment

(AREA 1:)

GROUP 1.....	\$ 43.25	30.39
GROUP 2.....	\$ 41.80	30.39
GROUP 3.....	\$ 40.40	30.39
GROUP 4.....	\$ 39.07	30.39
GROUP 5.....	\$ 37.86	30.39
GROUP 6.....	\$ 36.59	30.39
GROUP 7.....	\$ 35.50	30.39
GROUP 8.....	\$ 34.00	30.39

GROUP 8-A.....	\$ 32.30	30.39
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes.....	\$ 44.85	28.03
Oiler.....	\$ 35.59	28.03
Truck crane oiler.....	\$ 38.05	28.03
GROUP 2		
Cranes.....	\$ 42.41	28.03
Oiler.....	\$ 35.34	28.03
Truck crane oiler.....	\$ 37.83	28.03
GROUP 3		
Cranes.....	\$ 40.77	28.03
Hydraulic.....	\$ 37.20	28.03
Oiler.....	\$ 35.11	28.03
Truck crane oiler.....	\$ 37.58	28.03
GROUP 4		
Cranes.....	\$ 37.86	28.03

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 construction 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 machine (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

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;

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CONTRA COSTA, MARIN, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SANTA CLARA, SANTA CRUZ, SOLANO, YOLO, AND YUBA COUNTIES

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

ENGI0003-011 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.....	\$ 34.05	28.73

AREA 2.....	\$ 32.45	28.73
GROUP 3		
AREA 1.....	\$ 27.84	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, CONTRA COSTA, MARIN, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SANTA CLARA, SANTA CRUZ, SOLANO, YOLO, AND YUBA COUNTIES

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ELDORADO COUNTY:

- Area 1: North Central part
- Area 2: Remainder

MONTEREY COUNTY

- Area 1: Remainder
- Area 2: Southwestern part

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

IRON0433-005 01/01/2019

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 32.58	23.41
Ornamental, Reinforcing and Structural.....	\$ 39.00	32.05

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

LAB0067-004 12/01/2018

ALAMEDA, CONTRA COSTA, MARIN, MONTEREY, NAPA, PLACER, SACRAMENTO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, SONOMA, SUTTER, YOLO, AND YUBA COUNTIES:

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 24.00	11.30

SCOPE OF WORK: Covers site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LAB00185-001 06/25/2018

EL DORADO, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist.....	\$ 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.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

Laborers: (GUNITE)		
GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66

GROUP 4.....	\$ 27.14	18.66
Laborers: (WRECKING)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
Establishment Warranty		
Period.....	\$ 23.23	23.20
New Construction.....	\$ 29.54	23.20

FOOTNOTE: Laborers working off or with or from bos'n chairs, swinging scaffolds, belts (not applicable to workers entitled to receive the wage rate set forth in Group 1-a): \$0.25 per hour additional.

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 buckler; 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, shall 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 (underground structures). 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: All 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 CLASSIFICATION

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)

LAB00185-003 07/01/2018

EL DORADO, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

Rates Fringes

LABORER

Mason Tender-Brick.....\$ 31.20 22.20

LABO0185-007 07/01/2018

EL DORADO, MARIN, NAPA, PLACER, SACRAMENTO, SOLANO, SONOMA, SUTTER, YOLO AND YUBA COUNTIES

Rates Fringes

Plasterer tender.....\$ 32.02 23.00

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

LABO0261-001 06/25/2018

MARIN, SAN FRANCISCO, AND SAN MATEO COUNTIES

Rates Fringes

Laborers: (CONSTRUCTION CRAFT

LABORERS)

Construction Specialist.....\$ 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.

Laborers: (GUNITE)

GROUP 1.....\$ 29.35 18.66

GROUP 2.....\$ 28.85 18.66

GROUP 3.....\$ 28.26 18.66

GROUP 4.....\$ 28.14 18.66

Laborers: (WRECKING)

GROUP 1.....	\$ 28.39	23.20
GROUP 2.....	\$ 30.64	23.20

Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS)

Establishment Warranty		
Period.....	\$ 24.34	23.20
New Construction.....	\$ 30.54	23.20

FOOTNOTE: Laborers working off or with or from bos'n chairs,
swinging scaffolds, belts (not applicable to workers
entitled to receive the wage rate set forth in Group 1-a):
\$0.25 per hour additional.

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 buckler; 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, shall 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 (underground structures). 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: All 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 CLASSIFICATION

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)

LAB00261-008 07/01/2018

NAPA AND MARIN COUNTIES

Rates Fringes

LABORER

Mason Tender-Brick.....	\$ 32.45	22.20
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LAB00261-011 05/01/2018

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 35.37	20.70

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LAB00261-012 07/01/2018

EL DORADO, MARIN, NAPA, PLACER, SACRAMENTO, SOLANO, SONOMA, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00

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

LAB00261-013 07/01/2017

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 34.70	23.11

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

LAB00270-001 06/25/2018

AREA ""A"" - SANTA CLARA COUNTY

AREA ""B"" - MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist.....	\$ 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.

Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20
Construction Specialist.....	\$ 26.84	15.82
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.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 29.35	18.66
GROUP 2.....	\$ 28.85	18.66
GROUP 3.....	\$ 28.26	18.66
GROUP 4.....	\$ 28.14	18.66

Laborers: (GUNITE - AREA B:)		
GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66

GROUP 4.....	\$ 27.14	18.66
Laborers: (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20
Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
Establishment Warranty		
Period.....	\$ 24.23	23.20
New Construction.....	\$ 30.54	23.20
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
Establishment Warranty		
Period.....	\$ 23.23	23.20
New Construction.....	\$ 29.54	23.20

FOOTNOTE: Laborers working off or with or from bos'n chairs, swinging scaffolds, belts (not applicable to workers entitled to receive the wage rate set forth in Group 1-a): \$0.25 per hour additional.

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 buckler; 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, shall 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 (underground structures). 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: All 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 CLASSIFICATION

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)

LAB00270-002 05/01/2018

SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
MASON TENDER, BRICK		
Santa Clara County.....	\$ 33.07	19.74
Santa Cruz County.....	\$ 33.07	19.74

LAB00270-006 07/01/2018

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.20	22.20

LAB00270-008 07/01/2017

SANTA CLARA & SANTA CRUZ

	Rates	Fringes
PLASTER TENDER.....	\$ 34.70	21.22

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

LAB00270-009 07/01/2017

MONTEREY AND SAN BENITO COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 34.70	21.22

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

LAB00304-001 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist.....	\$ 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.

Laborers: (GUNITE)		
GROUP 1.....	\$ 29.35	18.66
GROUP 2.....	\$ 28.85	18.66
GROUP 3.....	\$ 28.26	18.66
GROUP 4.....	\$ 28.14	18.66

Laborers: (WRECKING)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)

Establishment Warranty		
Period.....	\$ 24.23	23.20
New Construction.....	\$ 30.54	23.20

FOOTNOTE: Laborers working off or with or from bos'n chairs, swinging scaffolds, belts (not applicable to workers entitled to receive the wage rate set forth in Group 1-a): \$0.25 per hour additional.

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 buckler; 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, shall 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 (underground structures). 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: All 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 CLASSIFICATION

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)

LAB00304-006 05/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LAB00304-007 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 34.70	23.11

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

LAB00324-001 06/25/2018

AREA ""A"" - CONTRA COSTA COUNTY

AREA ""B"" - NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist.....	\$ 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 1-g (Contra Costa		
County).....	\$ 30.99	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.

Laborers: (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist.....	\$ 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.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 29.35	18.66
GROUP 2.....	\$ 28.85	18.66
GROUP 3.....	\$ 28.26	18.66

GROUP 4.....\$ 28.14 18.66

Laborers: (GUNITE - AREA B:)

GROUP 1.....\$ 28.35 18.66

GROUP 2.....\$ 27.85 18.66

GROUP 3.....\$ 27.26 18.66

GROUP 4.....\$ 27.14 18.66

Laborers: (WRECKING - AREA A:)

GROUP 1.....\$ 30.79 23.20

GROUP 2.....\$ 30.64 23.20

Laborers: (WRECKING - AREA B:)

GROUP 1.....\$ 29.79 23.20

GROUP 2.....\$ 29.64 23.20

Landscape Laborer (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

Establishment Warranty

Period.....\$ 24.23 23.20

New Construction.....\$ 30.54 23.20

Landscape Laborer (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

Establishment Warranty

Period.....\$ 23.23 23.20

New Construction.....\$ 29.54 23.20

FOOTNOTE: Laborers working off or with or from bos'n chairs, swinging scaffolds, belts (not applicable to workers entitled to receive the wage rate set forth in Group 1-a): \$0.25 per hour additional.

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 buckler; 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, shall 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 (underground structures). 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 1 g: CONTRA COSTA COUNTY: Pipelayer (including grade checking on connection with peiplaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; ?ressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place

manhole from setters

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: All 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 CLASSIFICATION

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)

LAB00324-011 07/01/2018

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.45	22.20

FOOTNOTE: Refractory work where heat-protective clothing is required: \$2.00 per hour additional.

LAB00324-015 05/01/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LAB00324-017 07/01/2018

EL DORADO, MARIN, NAPA, PLACER, SACRAMENTO, SOLANO, SONOMA,
SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00

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

PAIN0016-002 01/01/2019

EL DORADO, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 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.

PAIN0016-009 01/01/2019

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
MATEO, SANTA CLARA, SANTA CRUZ AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 48.60	27.43

PAIN0016-011 01/01/2018

AREA 1: ALAMEDA, CONTRA COSTA, NAPA, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SOLANO AND SONOMA COUNTIES

AREA 2: EL DORADO COUNTY, MONTEREY, PLACER, SACRAMENTO, SAN BENITO, SANTA CRUZ, SIERRA, SUTTER AND YUBA COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 45.16	26.74
AREA 2.....	\$ 41.03	25.34

PAIN0016-013 01/01/2019

ALAMEDA, CONTRA COSTA, MARIN, MONTEREY, NAPA, SAN BENITO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO & SONOMA COUNTIES

	Rates	Fringes
PAINTER.....	\$ 42.67	24.03

FOOTNOTES:

Spray Work: \$0.50 additional per hour.

Exotic Materials: \$0.75 additional per hour

PAIN0016-019 01/01/2019

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 46.29	24.03

PAIN0169-006 01/01/2019

ALAMEDA, CONTRA COSTA, MARIN, MONTEREY, NAPA, SAN BENITO, SAN

FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SONOMA
 COUNTIES;and 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.....	\$ 50.03	28.19

* PAIN0567-002 07/01/2018

EL DORADO AND PLACER COUNTIES

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 26.70	13.04
Spray Painter & Paper		
Hanger.....	\$ 28.04	13.04

PREMIUMS:

- Spray & Paperhanger = \$0.85/hr
- Special Coatings (Brush), & Sandblast = \$0.50/hr
- Special Coatings (Spray), & Steeplejack = \$1.00/hr
- Swing Stage = \$2.00/hr

*A special coating is a coating that requires the mixing of 2
 or more products.

 PAIN0567-008 07/01/2018

EL DORADO AND PLACER COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 29.10	13.14

PAIN0567-011 07/01/2018

EL DORADO AND PLACER COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 31.82	13.04

STEEPLEJACK-Drywall Finisher over 40 ft with open space
below: \$1.50 additional per hour.

PAIN0767-002 01/01/2019

EL DORADO, PLACER, SACRAMENTO, SOLANO, SUTTER, YOLO AND YUBA
COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 38.47	28.40

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.

FOOTNOTE: Employee required to wear a body harness shall
receive \$1.50 above the basic hourly rate at any elevation.

PAIN1176-001 01/01/2017

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 34.41	16.31
GROUP 2.....	\$ 29.25	16.31

GROUP 3.....\$ 29.59 16.31

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

PAIN1237-002 10/01/2018

EL DORADO, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

Rates Fringes
SOFT FLOOR LAYER.....\$ 36.81 21.51

PLAS0066-001 07/01/2017

ALAMEDA, CONTRA COSTA, SAN FRANCISCO AND SAN MATEO COUNTIES:

Rates Fringes
PLASTERER.....\$ 40.51 27.13

PLAS0300-002 07/01/2018

Rates Fringes

PLASTERER

AREA 224: San Benito,
Santa Clara & Santa Cruz
Counties.....\$ 32.88 31.68

AREA 295: El Dorado, Napa,
Placer, Sacramento,
Solano, Sonoma, Sutter,
Yolo & Yuba Counties.....\$ 32.70 31.68

AREA 337: Monterey County...	\$ 32.88	31.68
AREA 355: Marin County.....	\$ 36.73	31.68

PLAS0300-005 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.49	23.67

PLUM0038-003 07/01/2018

MARIN, SAN FRANCISCO & SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Wood Frame Construction in San Francisco, and all work in Marin & Sonoma Counties.....	\$ 72.00	41.94
(2) New Construction in San Francisco County.....	\$ 72.00	41.94

PLUM0038-007 07/01/2018

MARIN, SAN FRANCISCO & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 61.20	30.17

PLUM0062-001 07/01/2019

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 43.80	34.19

PLUM0159-002 07/01/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 39.67	16.44

PLUM0342-002 07/01/2018

ALAMEDA COUNTY

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 58.68	42.40

PLUM0343-002 07/01/2018

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 30.85	20.40

FOOTNOTES: 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.

PLUM0350-002 08/01/2019

EL DORADO AND PLACER COUNTIES (LAKE TAHOE BASIN ONLY)

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 45.84	13.81

PLUM0355-002 07/01/2018

ALAMEDA, CONTRA COSTA, EL DORADO, MONTEREY, NAPA, PLACER, SACRAMENTO, SAN BENITO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker		
/Landscape Fitter.....	\$ 27.10	16.30

PLUM0393-002 09/01/2013

SAN BENITO & SANTA CLARA COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 30.90	7.90

PLUM0442-004 07/01/2019

SUTTER AND YUBA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 43.50	30.89

PLUM0447-003 07/01/2016

EL DORADO, PLACER, SACRAMENTO AND YOLO COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 36.23	17.72

PLUM0467-001 07/01/2018

SAN MATEO COUNTY

	Rates	Fringes
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Plumber/Pipefitter/Steamfitter...\$ 65.11 35.25

ROOF0040-001 08/01/2019

SAN FRANCISCO & SAN MATEO COUNTIES:

Rates Fringes
ROOFER.....\$ 41.88 19.44

ROOF0081-003 08/01/2018

ALAMEDA, CONTRA COSTA, MARIN, NAPA, SOLANO, AND SONOMA COUNTIES:

Rates Fringes
ROOFER.....\$ 39.40 17.58

ROOF0081-005 08/01/2018

EL DORADO, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

Rates Fringes
ROOFER.....\$ 36.57 18.23

ROOF0095-001 08/01/2018

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

Rates Fringes
ROOFER
Journeyman.....\$ 42.59 18.89
Kettle person (2 kettles);
Bitumastic, Enameler, Coal
Tar, Pitch and Mastic
worker.....\$ 42.36 16.42

SFCA0483-002 01/01/2019

ALAMEDA, CONTRA COSTA, MARIN, NAPA, SAN FRANCISCO, SAN MATEO,
SANTA CLARA, SOLANO AND SONOMA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 38.57	14.85

SFCA0669-006 04/01/2018		

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 38.85	21.87

SFCA0669-012 04/01/2018		

EL DORADO, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 40.77	21.89

SHEE0104-002 07/02/2018		

AREA 1: ALAMEDA, CONTRA COSTA, MARIN, NAPA, SAN FRANCISCO, SAN
MATEO, SANTA CLARA, SOLANO & SONOMA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1.....	\$ 38.88	32.86
AREA 2.....	\$ 48.90	32.70
AREA 3.....	\$ 51.21	30.26

SHEE0104-017 07/01/2018

EL DORADO, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 27.89	11.40

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); Lowbed 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

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 Decision Number: CA20190007 11/29/2019

Superseded General Decision Number: CA20180009

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 \$10.60 for calendar year 2019 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 \$10.60 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 2019. 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	01/04/2019
1	02/01/2019
2	02/15/2019
3	02/22/2019
4	05/03/2019
5	07/26/2019
6	11/08/2019
7	11/22/2019
8	11/29/2019

* 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 08/01/2019

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.....\$ 54.26 23.30
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) Guniting 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 08/01/2018

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.....	\$ 48.40	29.76
Area 3.....	\$ 43.02	29.76
Area 4.....	\$ 41.67	29.76
Drywall Stocker/Scrapper		
Area 1.....	\$ 24.20	17.29
Area 3.....	\$ 21.51	17.51
Area 4.....	\$ 20.84	17.29

CARP0035-009 07/01/2018

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway		
Carpenter.....	\$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer.....	\$ 48.55	29.32
Journeyman Carpenter.....	\$ 48.40	29.32
Millwright.....	\$ 48.50	30.91

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 06/01/2017

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 50.97	3%+20.13
ELECTRICIAN.....	\$ 47.31	23.05

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
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ELEC0551-004 06/01/2019

MARIN AND SONOMA COUNTIES

Rates Fringes

ELECTRICIAN.....	\$ 51.40	22.83
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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 01/01/2019

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.19	16.80

 ELEC0659-008 02/01/2019

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
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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 01/01/2019

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 56.79	17.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 45.36	16.24
(3) Groundman.....	\$ 34.68	15.86
(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

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 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: 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: 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: 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
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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
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GROUP 5

Lifting devices.....	\$ 39.32	30.39
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GROUP 6

Lifting devices.....	\$ 37.98	30.39
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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
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GROUP 5

Cranes.....	\$ 35.13	30.39
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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 construction 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 machine (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

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

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

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 01/01/2019

Rates Fringes

Ironworkers:

Fence Erector.....	\$ 32.58	23.41
Ornamental, Reinforcing and Structural.....	\$ 39.00	32.05

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

LAB0067-001 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

LAB00067-005 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, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA 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.

LAB00185-002 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 buckler; 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 shall 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: Gunitite 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.

LAB00261-002 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.

LAB00261-004 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; Guniting and shotcrete nozzlelemen

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; Guniting & 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

LAB00261-007 07/01/2018

MARIN AND NAPA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 32.45	22.20

LAB00261-010 06/25/2018

MARIN COUNTY

	Rates	Fringes
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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 buckler; 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 shall 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)

LAB00261-015 07/01/2018

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00

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

LAB00324-004 06/25/2018

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
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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.

LAB00324-008 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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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

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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)

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B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

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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 hour additional

PAIN0016-005 01/01/2018

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.....	\$ 41.03	25.34

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 01/01/2019

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.....	\$ 50.03	28.19

* 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 07/01/2018

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
SOFT FLOOR LAYER.....	\$ 29.10	13.14

PAIN0567-010 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
Drywall		
(1) Taper.....	\$ 31.82	13.04
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 33.32	13.04

PAIN0767-004 01/01/2019

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.....	\$ 38.47	28.40

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 required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 01/01/2017

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway		
Marking:		
GROUP 1.....	\$ 34.41	16.31
GROUP 2.....	\$ 29.25	16.31
GROUP 3.....	\$ 29.59	16.31

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

PAIN1237-001 10/01/2018

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 21.51

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 07/01/2018

MARIN AND SONOMA COUNTIES

Rates Fringes

PLUMBER (Plumber,
Steamfitter, Refrigeration
Fitter)

(1) Work on wooden frame
structures 5 stories or
less excluding hgh-rise
buildings and commercial
work such as hospitals,
prisons, hotels, schools,

casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET

RECOVERY RATE.....\$ 72.00 41.94

(2) All other work - NEW

CONSTRUCTION RATE.....\$ 72.00 41.94

PLUM0038-006 07/01/2018

MARIN & SONOMA COUNTIES

Rates Fringes

Landscape/Irrigation Fitter
(Underground/Utility Fitter).....\$ 61.20 30.17

PLUM0228-001 07/01/2019

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

Rates Fringes

PLUMBER.....\$ 40.50 32.64

PLUM0343-001 01/01/2019

NAPA AND SOLANO COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER
Light Commercial.....\$ 30.85 20.40
All Other Work.....\$ 51.00 38.50

DEFINITION OF LIGHT COMMERCIAL:

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 07/01/2018

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.....	\$ 27.10	16.30

PLUM0442-003 07/01/2019

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 43.50	30.89

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 08/01/2018

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 39.40	17.58

ROOF0081-007 08/01/2018

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.....	\$ 36.57	18.23

SFCA0483-003 01/01/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 63.52	31.17

 SFCA0669-003 04/01/2017

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.....	\$ 37.20	15.84

 SHEE0104-006 07/02/2018

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker Mechanical Contracts \$200,000 or less.....	\$ 51.87	37.19
All other work.....	\$ 59.11	38.54

 SHEE0104-009 07/01/2018

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 42.91	34.45

 SHEE0104-010 07/01/2018

AIPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 40.34	32.80

SHEE0104-011 07/01/2018

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).....	\$ 39.93	32.70

SHEE0104-014 07/01/2017

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 37.53	32.10

SHEE0104-019 07/01/2018

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU
AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER Mechanical Jobs \$200,000 & under.....	\$ 32.21	32.29
Mechanical Jobs over \$200,000.....	\$ 42.91	34.43

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

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"

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

801 12th Street
Sacramento, California 95814

HUD Form 52158 Maintenance Wage Rate Decision		U.S. Department of Housing and Urban Development Office of Labor Relations	
Funding Source(s): Various			
Local Authority: City and County of Sacramento		Wage Decision Type: HUD Determined <input checked="" type="checkbox"/> Routine Maintenance <input checked="" type="checkbox"/> Non-Routine Maintenance	
Project No. RFQ #1973-DD			
Project Name: Under \$10,000 Qualified Vendor List			
Project Location Various Public Housing locations throughout the City and County of Sacramento			
Description of Work: Routine and Non-Routine Maintenance Work on an as needed basis according to RFQ #1973-DD.			
The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended. The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.			
Effective Date: January 1, 2019		Expiration Date: December 31, 2020	
Dina D. Dennis Compliance Analyst		December 4, 2019 Date	Tel: 916/440-1342 Fax: 916/442-6736
Classifications	Hourly Wage	Fringe *	Classification (SHRA)
Carpenter	26.29	6.51	Maintenance Specialist
Painter	26.29	6.51	Maintenance Specialist
Electrician	26.29	6.51	Maintenance Specialist
Plumber	26.29	6.51	Maintenance Specialist
HVAC	26.29	6.51	Maintenance Specialist
Locksmith	26.29	6.51	Maintenance Specialist
Stationary Engineer	26.29	6.51	Maintenance Specialist
Alarms	26.29	6.51	Maintenance Specialist
Utilities	26.29	6.51	Maintenance Specialist
Tree Trimmer/Bucket Operator	35.50	30.39	
Power Equipment Operator	39.07	30.39	
Laborer	21.63	6.06	Maintenance Technician
Drywall Finisher/Taper	26.29	6.51	Maintenance Specialist
Drywall Installer	26.29	6.51	Maintenance Specialist
			Wages Continued on Page 2

Classifications	Hourly Wage	Fringe *	Classification (SHRA)
Tile Installer	26.29	6.51	Maintenance Specialist
Lawnmower	11.75	2.00	
Janitor	11.75	2.00	

Overtime Provisions: Not less than time and one-half for all hours worked in excess of forty (40) hours per work week.

* Does not include SDI or Unemployment

SECTION 00450 – LEAD-BASED PAINT CERTIFICATIONS

LEAD-BASED PAINT

Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) prohibits use of lead-based paint in rehabilitated structures using Federal funds in any form (24 CFR Part 35, Sub-part B).

“Lead-based paint” as defined in Section 501(s) of the Act as amended by PL94-317 (42 U.S.C. 4801 et seq), the National Consumer Information and Health Promotion Act of 1986 means:

- (1) Any paint containing more than five-tenths of one per centum lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied or both; or
- (2) With respect to paint which is manufactured after June 22, 1977 lead-based means that any paint containing more than six one-hundredths of one per centum lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.

I HEREBY CERTIFY THAT I WILL NOT USE LEAD-BASED PAINT ON THE STRUCTURE(S) LISTED ON THIS CONTRACT, AND I FURTHER ACKNOWLEDGE THAT I AM AWARE OF THE HAZARDS OF LEAD-BASED PAINT THAT MAY EXIST FROM PREVIOUSLY PAINTED SURFACES OF THE STRUCTURE(S).

Name of Contractor _____

By _____

Signature _____

Title _____

Date _____

END OF SECTION

THIS FORM MUST BE SUMITTED WITH YOUR BID



CONTRACT
For
[insert title and it must match authority]

Effective Date:	
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AS OF THE ABOVE-WRITTEN “EFFECTIVE DATE”, AND IN CONSIDERATION OF THEIR MUTUAL OBLIGATIONS, THE AGENCY AND CONTRACTOR (DEFINED BELOW) ENTER INTO THIS “CONTRACT” AND AGREE AS FOLLOWS:

1. “Agency” is/are the following selected agency/agencies, which are public bodies, corporate and politic, and which has/have the address of 801 12th Street, Sacramento, California 95814:

SELECT	AGENCY	
<input type="checkbox"/>	Housing Authority of the City of Sacramento	<input type="checkbox"/>
<input type="checkbox"/>	Sacramento Housing and Redevelopment Agency	<input type="checkbox"/>
<input type="checkbox"/>	Housing Authority of the County of Sacramento	<input type="checkbox"/>

2. “Contractor” and Contractor’s name and address for its principal place of business are the following:
Rev 09/2019

Name	
Address	
DUNS #:	

Contractor is the following legal entity (select one):

<input type="checkbox"/> Sole Proprietor/Individual(s)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Other: Local Government

Funding Source	CFDA#	Award #	Award Year	Jurisdiction	Amount
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	

3. “Scope of Work” for this Contract is the following [This contract is invalid unless this section is completed]. In addition to the Scope of Work here, there may be a detailed Scope of Work attached if that attachment is written by the Agency and the attachment must be in the same form as the following table, including all categories and tasks.]:

“PERFORMING PARTY”	“TASK/OBLIGATION”:	“DEADLINE”
Contractor	<i>Scope of work or summary of scope of work</i>	
Contractor	“COMPLETION DATE”: The date for completion of all of Contractor’s Tasks/Obligations under this Contract	

4. "Attachments" for this Contract are the following, which are incorporated in this Contract as if included in full in the body of this document:

ATTACHMENT NO. CHECK APPLICABLE BOX	DESCRIPTION OF ATTACHMENT (Attachments marked N/A or stricken are not included)
	Contract Provisions (This Contract is <i>invalid</i> without the Contract Provisions attachment)
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	Federal Requirements
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	CDBG and Other Federal Requirements
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	Payments
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	General Conditions for Limited Construction Work (If this Contract is for construction work, it is <i>invalid</i> without the General Conditions for Limited Construction Work attached.)
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	Attachment for Architectural Services (If this Contract is for architectural services, it is <i>invalid</i> without the Attachment for Architectural Services attached.)
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	Personal Identifying Information Attachment
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	Conflict of Interest Form
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	Other

Unless expressly stated otherwise, the Attachments shall supersede any provisions of this Contract with which they conflict.

5. "Contract Price" is the maximum amount that the Agency is required to pay Contractor under this Contract. The Contract Price for this Contract is as follows:

CONTRACTOR PRICE	
-------------------------	--

6. "Payment Schedule for this Contract is as follows:

SELECT ONE	DATE, TIME PERIOD OR PERFORMANCE TO BE COMPLETED AS CONDITION OF PAYMENT (Only one payment schedule is selected)	MAXIMUM AMOUNT OF PERIODIC PAYMENT:
	Monthly payments due on the ___ day of the month	\$_____per month ___% of Contract Price
	Quarterly payments due by the 30 th of the month following the previous quarter.	Stated in Attachment ___
	Per amounts and on dates stated in Attachment ___ Payment	Stated in attachment ___
	According to the following Schedule of Tasks, periodic payment upon Contractor's completion of respective task:	
		\$
		\$
		\$
		\$
	As billed by Contractor, for work actually performed and services actually provided	According to the fees and rates stated in Attachment ___ Payment
		Per the Scope of Work
	Upon completion of the work for actual work performed	Maximum Amount
	Allowed Reimbursable Expenses	
	Not to Exceed	

Contractor shall not be reimbursed for expenses that are not specifically included in the Payment Schedule. Notwithstanding any other provision, reimbursable travel expenses shall not exceed the rates allowed by the Internal Revenue Service Standard Mileage Reimbursement and shall not include expenses for travel within a forty-five (45) mile radius of the Agency’s place of business. Notwithstanding any other provision, reimbursable expenses shall not include any pro-rated overhead costs and expenses, facsimile or telecopier charges, copying costs (unless extraordinary and approved in advance by the Agency), courier charges, local and long distance telephone charges, and ordinary office and business supplies.

Contractor shall submit, at minimum, quarterly status reports on the services funded by the Agency that shall include the name, email address, and telephone number of Contractor’s contact person. Annual or closeout reports are due 30 days after the end of the calendar year. Agency shall have the right to audit such reports, including the right to review all records of Contractor related to such reports.

7. “Term” The term of this contract shall be for a period of _____ beginning on the Effective Date and ending on _____.

8. “Special Provisions” are the following provisions or additional recitals, which are a part of the contract only if approved by Agency counsel as indicated by the accompanying initials.

SPECIAL PROVISION	AGENCY COUNSEL

9. “Conflict of Interest” the following statement describes whether or not the contractor is required to file a Fair Political Practices Commission Conflict of Interest statement.

<input type="checkbox"/> yes <input type="checkbox"/> no Contractor must file a Conflict of Interest Statement with the Agency Clerk, unless this box is checked by the Agency signatory indicating that the Contractor is excluded from filing under the Agency Conflict of Interest Code.

In any event, no member, officer or any employee of Contractor, or its designees or agents, who exercises any fluctuations or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter, shall have an interest, direct or indirect, in any contract or its proceeds, for work to be performed in connection with the program assisted under the Contract. Contractor must incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

THIS CONTRACT IS EXECUTED in Sacramento, California as of the date first above written.

AGENCY:
 By:

CONTRACTOR:
 By:

Name:	Name:
Title:	Title:
	Tax ID Number:

CERTIFICATION OF AUTHORITY

I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute the attached document for Contractor in the capacity I have stated, and that such execution is sufficient to bind the Contractor. Executed in _____, California, on _____.

Contractor's Signatory

Attachment 1 Contract Provisions

1. **CONTRACT CONTENTS, PRECEDENCE AND DEFINITIONS.** This Contract consists of this Contract document and all of the Attachments named in this Contract. Except for matters required by law or expressly stated otherwise, the provisions of the attachments supersede any provisions of the body of this Contract with which they conflict. Unless otherwise defined in this Attachment 1, capitalized terms shall have the definitions stated in this Contract.

2. **SCOPE OF WORK.** Notwithstanding the wording of the Scope of Work, unless a Task/Obligation is expressly described in the Scope of Work as one that is not mandatory, each Task/Obligation described in the Scope of Work is the mandatory obligation of the Performing Party, and it must be completed on or before its respective Deadline. As the context indicates the Task/Obligation must be performed at or delivered to the Location stated in the Scope of Work.

3. **CONTRACT TERM AND TIME OF PERFORMANCE.** The "Contract Term" shall begin on the date of this Contract and shall end at 5:00 p.m. on the Expiration Date or upon completion of all services, whichever shall first occur. The Expiration Date is the date for completion of all obligations of the parties under this Contract.

a) Certain of the Contract requirements, as expressly stated in this Contract, shall survive the completion or termination of this Contract.

b) The Contractor acknowledges that it is not entitled to compensation for any work done or costs incurred prior to the date of this Contract or subsequent to the Completion Date. This contract cannot be revived, amended or extended by agreement made after the Expiration Date.

4. **COMPENSATION, REIMBURSEMENT AND METHOD OF PAYMENT.** Notwithstanding any other provision of this Contract, the parties agree that the total compensation and reimbursement for all services and expenses required during the term of this Contract shall not exceed the Contract Price. Agency shall pay the Contractor in the amounts and at the times specified in the Payment Schedule. Agency is not obligated to make any payment under this Contract for work Contractor has not yet performed or goods not delivered. Agency is not obligated to make any payment under this Contract for so long as Contractor is in material default of this Contract. Except as specified in writing in this Contract, Agency is not obligated or liable under this Contract to any party other than the Contractor.

5. **INSURANCE COVERAGE REQUIREMENTS.** During the Contract Term, Contractor must maintain the following insurance coverage from insurance providers licensed to do business in California and having an industry rating that is acceptable to Agency. Failure to maintain the required insurance is a material breach of this Contract. Before beginning any work under this Contract, Contractor must provide Agency with certificates of insurance or copies of the insurance policies demonstrating the required coverage, and the required endorsements naming "the Sacramento Housing and Redevelopment Agency and its constituent entities" as an additional insured. Contractor must assure that such certificates and endorsements are in a form acceptable to the Agency and reflect fulfillment of all of the requirements of this Contract. Contractor must assure that the coverage afforded under the policies can only be canceled after thirty (30) days prior written notice to the Agency of the pending cancellation. Contractor must mark such notice to the attention of the Agency's Procurement Services Office at the following address:

SACRAMENTO HOUSING & REDEVELOPMENT AGENCY
801 12th Street – Procurement Services (PS)
Sacramento, California 95814

a) The required insurance coverage is the following: (i) Two Million Dollars (\$2,000,000) or more of comprehensive general liability coverage including, without limitation, coverage for contractual liability, public liability and property damage and having a deductible of Twenty-five Thousand Dollars (\$25,000) or less; (ii) if motor vehicles are used in connection with this Contract, Five Hundred Thousand Dollars (\$500,000) or more of automobile liability coverage having a deductible of Five Thousand Dollars (\$5,000) or less; and statutory limits or more of workers compensation coverage for all employees of Contractor and all others doing Contract work. The

attorney's fees or litigation and related costs, including, without limitation, court costs and investigator, witness, arbitrator and mediator fees, for any injury or damages to persons or property resulting from Contractor's prosecution of work under the Contract, or otherwise related to this Contract, whether caused, in whole or part, by an intentional act, negligent act or omission by Contractor, its officers, employees, or agents.

8. NO WAIVER OF RIGHTS AND REMEDIES. Agency's failure, at any time, to object to any breach of covenant or obligation, to any failure of performance, or to any other default on the part of the Contractor shall not constitute a continuing waiver of subsequent breaches or defaults. Agency's making of any payment to the Contractor shall not, under any circumstances, be considered a waiver by Agency. Agency's making of any payment while any breach or default by Contractor exists shall in no way impair any right or remedy available to Agency related to such breach or default, including, without limitation, the right to withhold future payments.

9. HIRING OF OTHERS. Unless consultants, specialists, experts or other third parties are listed in the Scope of Work, Contractor must not employ any of them or incur any obligation to pay any of them for services performed under this Contract without the prior written approval of Agency. Agency's written approval shall not create any obligation of the Agency with regard to any such third party. Contractor has no authority to, and must not purport to, employ, hire or contract with any such third party as agent of the Agency or otherwise on behalf of Agency.

10. TERMINATION OF CONTRACT FOR CAUSE. If either party fails to fulfill its obligations under this Contract in a timely and proper manner or violates any of the covenants, agreements, or stipulations of this Contract, and if such failure or violation is material and substantial, the other party shall have the right to terminate this Contract by written notice to the defaulting party.

a) If Contractor defaults and Agency terminates the Contract, all finished or unfinished work, products, documents, electronic media, data, studies, artwork, renderings, models, software programs, and reports prepared by Contractor under this Contract shall, at the option of Agency, become property of the Agency, upon payment to Contractor of just and equitable compensation for such work which is completed and which is reasonably satisfactory to Agency. Agency's exercise of its option to own such properties does not relieve Contractor of liability to Agency for damages on account of Contractor's default, and Agency may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due Agency from Contractor is determined.

b) If Agency defaults and Contractor terminates the Contract, upon Contractor's submission of the billings and receipts required by this Contract, Agency must pay to Contractor an amount which bears the same ratio to the total compensation under this Contract as the services actually performed by Contractor bear to the total services of Contractor covered by this Contract, less payments of compensation previously made (for example, if the work is eighty percent complete, Agency must pay eighty percent of the compensation less any amounts previously paid for the work). In addition, Agency must reimburse Contractor for all unreimbursed expenses that are reimbursable under this Contract upon Contractor's submission of the billings and receipts required by this Contract for reimbursement. If less than fifty percent (50%) of the services covered by this Contract have been performed as of the termination date, Agency must also pay Contractor for that portion of the actual out-of-pocket expenses incurred by Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

11. TERMINATION FOR CONVENIENCE OF AGENCY. Agency may terminate this Contract, at any time and without cause, by a notice in writing from Agency to Contractor.

12. CHANGES. Agency may, from time to time, request changes in the Scope of Work to be performed by Contractor. Such changes, including any increase or decrease in Contractor's compensation, must be by written amendment to this Contract executed in advance by Agency and Contractor.

13. PERSONNEL, FACILITIES AND EQUIPMENT. Contractor represents that it has, or will, secure at its own expense all personnel, facilities and equipment required in performing the services under this Contract. Such personnel must not be Agency employees or have any contractual relationship with Agency, except with Agency's prior written approval.

a) All the services required under this Contract will be performed by Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

b) No person who is serving a sentence in a penal or correctional institution shall be employed on work under this Contract.

14. **SUBCONTRACTING.** Contractor must not enter into any subcontract for performance of the services covered by this Contract without the prior written consent of Agency. In any event, Contractor shall be as fully responsible to Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. In any event, Contractor must insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions, insurance and other relevant provisions of this contract.

15. **INTERESTS OF OFFICIALS.** No member of the governing body of Agency, and no officer, employee or agent of Agency who exercises any functions or responsibilities in connection with carrying out the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. No member of the governing body of the locality in which the project is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. If federal funds are expended by the Agency for this Contract, no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit arising from this Contract. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any portion of the project to which this Contract pertains, or any other interest which would conflict in any manner or degree with the performance of its services under this Contract. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by Contractor.

16. **CONFLICTS OF INTEREST STATEMENT.** Contractor shall, upon Agency request, complete and submit a conflict of interest statement to the Agency in form approved by the Agency.

17. **OWNERSHIP OF PROFESSIONAL AND TECHNICAL INFORMATION.** All professional and technical information, in the form of original designs, drawings, data, computations, specifications, report texts, estimates, writings, artwork, renderings, models, software programs, and any other material, data and information collected or developed in connection with the work under this Contract, and all original documents shall be forwarded to and become the sole property of Agency. Neither Contractor nor any of its associates or consultants shall have any rights or interest in such information, documents and material. Contractor and its associates and consultants may retain such copies or reproductions, at their expense, of the original documents as necessary for their files, records and reference.

18. **NO INTELLECTUAL PROPERTY RIGHTS OR ARTIST'S RIGHTS IN CONTRACT WORK.** In any event, without the prior written approval of the Agency, Contractor and any person or entity acting on behalf of Contractor shall neither obtain nor have, and expressly waives, any rights, in law or in equity, in any intellectual property developed in furtherance of this Agreement, including, without limitation, copyright, trademark, service mark, patent or rights of an artist in a work of art. Artists preparing any artwork under this Agreement waive any rights to notice or to take any action regarding the use, removal, relocation or destruction of any artwork so prepared. Contractor represents and acknowledges that Contractor has or shall obtain such waivers in writing for all persons or entities performing work under this Agreement

19. **COMPLIANCE WITH LAWS.** Contractor must comply with all applicable laws, ordinances and codes of the federal, state and local governments, and must commit no trespass on any public or private property in performing any of the work set forth in this Agreement.

20. **CHILD SUPPORT COMPLIANCE ACT.** If this Agreement is in amount that exceeds \$100,000, the following is acknowledged and agreed to by the Contractor: (1) Contractor recognizes the importance of child and family support and shall fully comply with all applicable state and federal laws relating to child and family support enforcement

orders, including but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8(commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and (2) Contractor, to the best of its knowledge, agrees to fully comply with the earnings assignment orders of all employees and to provide the names of all new employees to the New Hire Registry, maintained by the California Employment Development Department.

21. **ASSIGNABILITY.** Contractor is prohibited from assigning, and waives all rights to assign or transfer, any interest in this Contract without the prior written approval of Agency. Any purported assignment of any of Contractor's rights and obligations under this Contract without the prior written consent of the Agency is a breach of this Contract.

22. **AGENCY COOPERATION.** Agency will reasonably cooperate with Contractor regarding this Contract. As and when requested by Contractor, Agency will furnish to Contractor any and all pertinent information which Agency may possess during the time of performance of Contractor's duties under this Contract.

23. **CONFIDENTIALITY.** All information prepared or assembled by the Contractor under this Contract is confidential. Contractor must not make this information available to any individual or organization without the prior written approval of Agency. Contractor must immediately forward to Agency all requests for information related to this Contract made by a third party to Contractor. Contractor must not disclose or permit the disclosure of any confidential information of the Agency, except to its agents, employees and other consultants, approved by Agency, who need such confidential information for the proper performance of their duties related to this Contract or on behalf of the Agency.

24. **PRIVACY.** The Contractor agrees to comply with the Federal Privacy Act of 1974 (the Act) and the Agency rules and regulations issued under the Act

25. **CONTRACTOR'S STATUS.** Contractor, for all purposes under this Agreement, is an independent Contractor and must maintain any and all licenses required by law for the performance of Contractor's obligations under this Contract. Except as expressly stated in this Contract, Agency is prohibited from directing the methods of Contractor's work under this Contract, requiring Contractor's use of an Agency office for Contractor's performance or setting regular working hours for Contractor or Contractor's employees.

26. **CONTRACT CONSTRUCTION AND ENFORCEABILITY.** The existence, validity, construction and operation of this Contract, and all its representations, terms and conditions shall conform to the laws of the State of California, exclusive of its conflict of law rules. Throughout this contract, the use of singular and plural forms, or the various gender forms, shall each include the other as the context may indicate. If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and the entire Contract will be severable and remain in effect.

27. **NOTICES.** Any notices, bills, invoices, or reports required by this Contract shall be sufficient if sent by the parties through the United States Postal Service, postage paid, to the address of the other party as indicated in this Contract.

28. **ENTIRE CONTRACT.** This Contract contains the entire agreement of the parties. No other agreement, statement or promise made on or before the date of this Contract will be binding on the parties. No changes to this Contract are valid unless they are made by written amendment duly executed by the parties.

29. **VENUE.** Unless otherwise agreed in writing by the parties, the venue for all actions related to this Contract is Sacramento County, California.

SECTION 00510 – INSURANCE REQUIREMENTS

BASIC REQUIREMENTS

Any questions or concerns regarding insurance coverage should be discussed with Procurement Services, General Counsel, or Risk Management. Work should not proceed until insurance issues/ concerns are resolved.

During the term of the contract, the vendor must maintain the following insurance coverage from insurance providers licensed to do business in California and having a Best's rating of at least A-VII, or a rating of such other rating service as the Agency, in its sole discretion, shall require.

1. **Commercial General Liability** – A policy of comprehensive general liability insurance which shall include, without limitation, coverage for contractual liability, public liability and property damage, written for not less than the single limit liability coverage stated.
 - a. Contractor shall provide Commercial General Liability Insurance using ISO “Commercial General Liability” policy form CG 00 01, with limits of no less than \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate and having a deductible of Twenty-five Thousand Dollars (\$25,000) or less.
 - b. Infrastructure projects and projects over one million dollars need to be reviewed by General Counsel to determine insurance limits.
2. **Automobile Liability** – If motor vehicles are used in performing services in connection with this Contract, a policy of automobile liability insurance written for not less than the liability coverage stated.
 - a. If motor vehicles are used in connection with this Contract, Three Hundred Thousand Dollars (\$300,000) or more of automobile liability coverage having a deductible of Five Thousand Dollars (\$5,000) or less.
 - b. For construction and maintenance service contracts, contractor shall provide auto liability coverage for owned, nonowned, and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident and having a deductible of Five Thousand Dollars (\$5,000) or less.
 - c. For contracts where a motorized vehicle is required for the performance of contracted services (appraisers, real estate brokers, etc.), contractor shall provide auto liability coverage for owned, nonowned, and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident and having a deductible of Five Thousand Dollars (\$5,000) or less.
3. **Workers Compensation** – A workers compensation policy which covers all employees of vendor and each and every subcontractor and which is written in accordance with California law.
 - a. Contractor shall provide Workers Compensation and Employers Liability Insurance on a state approved policy form providing benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
 - b. California law requires a company to have Worker's Compensation insurance if they have one (1) or more employees. It is required whether the employee is full-time, part-time, or temporary. All employees of a company as legally defined including corporate officers and directors must be included in the Worker's Compensation policy unless they are owners of the firm. An owner of a firm is defined as having a 25% interest in the firm.

- c. A family member is an employee unless he/she is an owner in the firm. An owner of a firm is defined as having a 25% interest in the firm.
 - d. Roofers are required to have Worker's Compensation for the owner. It does not matter whether or not the company has employees; the company must have Worker's Compensation, because the owner must be covered.
4. Product Liability or Excess Liability – Construction contracts for work over \$5,000 require Product Liability or Excess Liability insurance for the coverage stated.
 - a. For construction contracts over \$5,000.
 - b. Contractor shall provide "all risk" coverage for the completed value of the project. Policies shall contain the following provisions: (1) Agency shall be named as loss payee; and (2) the insurer shall waive all rights of recovery against Agency.
 - c. Not required for modernization work which does not involve structural alterations or additions and where the Agency's existing fire and extended coverage policy can be endorsed to include such work.
 - d. The Contractor shall obtain and maintain, during the term of the Contract, property insurance upon the Project at an amount equal to the full insurable value of the Project at all times. The insurance shall include the interest of the Agency and the contractor as named insured, and all subcontractors and sub-contractors as their interest may appear, in the Project and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including without duplication of coverage, theft, vandalism, and malicious mischief.
5. Professional Liability (Errors or Omissions) – only required for Design Professionals or Attorneys. The architect / engineer shall maintain errors and omissions insurance at all times the Contract is in effect and for a period of five years (or for as long as available at commercially reasonable rates) after final completion of the Project.
 - a. Coverage of not less than \$1,000,000 per occurrence and a deductible of not more than \$25,000.
6. Failure to maintain the required insurance coverage is a material breach of the Contract. Agency shall, nevertheless, have the right, without obligation, to pay any delinquent insurance premiums and any other charges to reinstate or maintain the required insurance policies and coverage. Vendor must immediately reimburse Agency for any and all costs incurred by Agency in obtaining or maintaining such insurance. If Agency does incur such costs, Agency shall have the right to withhold such amount from any payment due to the vendor under the Contract and to reduce the compensation payable to the vendor under the Contract by such amount.

Contractor will provide the Agency with the cancellation clause and/or any amendatory endorsements that modify or change the policy cancellation clause of the insurance policies in force. It is the Contractor's responsibility to notify the Agency of any notice of cancellation, non-renewal or non-payment of premium in accordance with your policy provisions. In the event insurance is cancelled or not renewed, the Contractor shall notify the Agency within forty-eight **(48)** hours of such cancellation or non-renewal.
7. Before beginning any work under the Contract, vendor must provide Agency with certificates of insurance with attached endorsements. Certificates of Insurance alone will not be accepted by the Agency. Vendor may be requested to provide complete copies of the insurance policies demonstrating the required coverage. Vendor must assure that such certificates are in a form reasonably acceptable to the Agency and reflect fulfillment of all of the requirements of the Contract.

Certificate Holder

The named Certificate Holder on all certificates of insurance shall be:

Sacramento Housing and Redevelopment Agency and its constituent entities
801 12th Street
Sacramento, CA 95814

Agency as Additional Insured

The General Liability and Automobile Liability insurance policies shall name the Sacramento Housing and Redevelopment Agency and its constituent entities” as additional insureds.

30-Day Cancellation

1. For contracts which require more than 30 days for the performance of work, the vendor must assure that the coverage afforded under the policies can only be canceled after thirty (30) days prior written notice to the Agency of the pending cancellation. **All** insurance certificates and the underlying policies shall each contain a provision stating that coverages afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to the Agency at the following address:

Sacramento Housing & Redevelopment Agency and its constituent entities
801 12th Street, 2nd Floor
Sacramento, CA 95814

2. There are two ways to satisfy this requirement:

- a. The cancellation clause on the certificate of insurance may be modified to read as follows:

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will ~~endeavor to~~ mail 30 days written notice to the certificate holder named to the left, ~~but failure to mail such a notice shall impose no obligation or liability of any kind upon the company, its agents or representative.~~

- b. The following statement may be included on the insurance certificate:

Notice of cancellation will be provided within ten (10) days for non-payment, and within thirty (30) days all others.

END OF SECTION



SECTION 00560: CONTRACTOR INFORMATION SHEET

Project Name Under \$10,000 Qualified Vendor List

Project Number 1973-DD Project Dollar Amount _____

The following information is being collected for reporting purposes to HUD. Please read the descriptions below and indicate the appropriate categories for you and any sub-contractors.

M/WBE DESIGNATION CODES			
MA	Male Asian	WA	Women Asian
MB	Male Black	WB	Women Black
MH	Male Hispanic	WH	Women Hispanic
MN	Male Native American	WN	Women Native American
MO	Male Other (including Caucasian)	WO	Women Other (including Caucasian)

BUSINESS SIZE		
Small Business (SB)	Very Small Business (VSB)	N/A
A business with 50 or fewer employees, and average annual gross receipts of \$5 million or less over the previous three tax years; or a manufacturer with 50 or fewer employees	A business with 25 or fewer employees, and average annual gross receipts of \$2.5 million or less over the previous three tax years; or a manufacturer with 25 or fewer employees	All other businesses

SECTION 3 BUSINESS
51% or more owned by Section 3 residents or employs Section 3 residents for at least 30% of its full-time, permanent staff; or provides evidence of a commitment to subcontract to Section 3 business concerns by awarding 25% or more of the dollar amount of awarded contracts to businesses that meet either of the above qualifications.

Prime Contractor _____
 Address _____
 City, State, Zip _____
 Contract Amount _____ M/WBE Designation Code _____
 DUNS No. _____ Tax ID # _____
 Business Size _____ Section 3 Business (circle one) Yes No

Sub Contractor _____
 Address _____
 City, State, Zip _____
 Trade _____ Tax ID # _____
 Contract Amount _____ M/WBE Designation Code _____
 Business Size _____ Section 3 Business (circle one) Yes No

(Please complete other side)

Sub Contractor _____
Address _____
City, State, Zip _____
Trade _____ Tax ID # _____
Contract Amount _____ M/WBE Designation Code _____
Business Size _____ Section 3 Business (circle one) Yes No

Sub Contractor _____
Address _____
City, State, Zip _____
Trade _____ Tax ID # _____
Contract Amount _____ M/WBE Designation Code _____
Business Size _____ Section 3 Business (circle one) Yes No

Sub Contractor _____
Address _____
City, State, Zip _____
Trade _____ Tax ID # _____
Contract Amount _____ M/WBE Designation Code _____
Business Size _____ Section 3 Business (circle one) Yes No

Sub Contractor _____
Address _____
City, State, Zip _____
Trade _____ Tax ID # _____
Contract Amount _____ M/WBE Designation Code _____
Business Size _____ Section 3 Business (circle one) Yes No

Please use additional sheets if necessary

I certify that all the information provided above is true and accurate.
Initial at bottom of first page and print and sign name below.

Name (printed)

Signature

Date



SECTION 00600 – ECONOMIC OPPORTUNITY PLAN - SECTION 3 OVERVIEW

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) requires SHRA to ensure that employment and other economic and business opportunities are directed to public housing residents and other low-income persons, to the greatest extent feasible, particularly recipients of government housing assistance, and *business concerns that provide economic opportunities to low- and very low-income persons (Section 3 Residents)*.

Outlined below are minimum requirements to be met by the contractor and all subcontractors performing work on this project. The minimum requirements are triggered by federal regulations and SHRA policy and require active involvement by the contractor and subcontractors in soliciting local employees and contractors. Specifically, Section 3 of the Housing and Urban Development Act of 1968 as amended (12U.S.C. 1701u) and SHRA policy requires, to the greatest extent feasible, that employment and contracting opportunities be provided to Section 3 Residents and Section 3 Businesses.

SECTION 3 EMPLOYMENT GOALS		
Who Must Comply	Area of Focus	Goal
Contractors	New Hires and Trainees	30% of new hires
Any Tier Subcontractors	New Hires and Trainees	30% of new hires

SECTION 3 SUB-CONTRACTING GOALS		
Who Must Comply	Area of Focus	Goal
Building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction	Subcontract Awards	At least 10% of the total dollar amount of all Section 3 covered contracts
Any Tier Subcontractors	Subcontract Awards	At least 10% of the total dollar amount of all Section 3 covered contracts
All other Section 3 covered contracts (non-construction)		At least three (3) percent of the total dollar amount

Progressive sanctions may be imposed on any contractor / subcontractor found not to be in compliance or willfully disregards the requirements of Section 3 including cancellation, termination or suspension of the contract in whole or in part, and the contractor may be declared ineligible for further SHRA contract awards for a period of one to three years.

Definitions

Employment Opportunity

Any job opening arising from SHRA contracts/projects, to include permanent, temporary or seasonal employment opportunities, including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities (construction mgr., relocation specialist, payroll clerk, etc.)

New Hire

An individual that is not employed by the contractor prior to the time the contract is executed (hired to specifically perform work on this project). New hires and jobs created (both union and nonunion) include all job openings and vacancies created as a result of retirement, voluntary separation, terminations and expansions of the workforce, as a result of a project funded by SHRA.

Section 3 Resident

- (1) Public housing residents
- (2) Persons who live in the Local Area (within the boundaries of the City and County of Sacramento) where a HUD or SHRA assisted project is located and who is considered to be a low- to very-low income person (have a household income that falls below HUD’s income limits). HUD income limits are provided below and on the New Hire Questionnaire.

Review the chart below, match your household size (include yourself) with the **maximum** household income before taking this employment opportunity.

INCOME LIMITS – 2019								
Number in Household	1	2	3	4	5	6	7	8
Maximum Household Income	\$46,850	\$53,550	\$60,250	\$66,900	\$72,300	\$77,650	\$83,000	\$88,350

For example, if your household size is 3 and the total annual household income was \$55,000.00, you would fall within the income limits of the chart. From the chart above, the income was below the maximum for a family of 3 (\$60,250.00).

If the applicant’s total household income is within the limits of the chart, that person is considered a Section 3 Resident.

Section 3 Business

- (1) 51% or more owned by Section 3 residents; or
- (2) Employs Section 3 residents for at least 30% of its full- time, permanent staff; or
- (3) Provides evidence of a commitment to subcontract to Section 3 business concerns, 25% or more of the dollar amount of the awarded contract to businesses that meet the qualifications set forth in items (1) or (2) above.

Section 3 Covered Contract

A contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project.

Section 3 Covered Project

The construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance or SHRA funds.

Contractor & Subcontractor Obligations for Section 3 Compliance

- (1) Demonstrate a good faith effort, to the greatest extent feasible, to utilize eligible/qualified Section 3 area residents as employees and trainees when new hires are needed.
- (2) Identify the number of positions, by classification/function, required to plan and complete the work to be done under the Section 3 covered project, this includes management and administrative personnel;
- (3) Determine how many of these positions are currently filled and which are not filled by regular, permanent employees.

Contractor & Subcontractor Actions to Demonstrate a Good Faith Effort

The awarded contractor and all subcontractors on the Section 3 Covered Contract/Project are required to identify any new hire opportunity resulting from obtaining this contract. Prior to receiving the Notice to Proceed, the awarded contractor and all subcontractors shall provide to SHRA Procurement Services a complete Employee Roster and a completed/signed Section 3 Economic Opportunity Plan for the prime contractor and each listed sub-contractor. If the awarded contractor and/or his subcontractors do not anticipate hiring anyone as a result of the contract, complete the bottom section of the form: "Notification of the Intent to Use Current Workforce."

Examples of actions demonstrating a good faith effort to employ Section 3 qualified residents and businesses include:

- (1) Advertise in local/neighborhood newspapers/publications.
- (2) Post opportunity flyers/notices in the common areas of SHRA public housing communities.
- (3) Contact and post flyers/notices at the Sacramento County BIC's (Business Information Centers), local and ethnic Chambers of Commerce, SBA, etc.
- (4) At the job site, post the job opportunity notice and the Section 3 poster where the public may reasonably view it.
- (5) Contact local job training centers or labor organizations.

Order of Preference for Hiring and Contracting

Order of Providing Training and Employment Opportunities to Section 3 Residents

All contractors and any second tier subcontractor shall, to the greatest extent feasible, provide training and employment opportunities to Section 3 residents to meet or exceed a numerical goal of 30% of all new hires in the following order of priority:

- Priority 1: A resident of the SHRA housing site within the project area / neighborhood (i.e. Oak Park, Del Paso Heights, North Highlands, Rio Linda, etc.), and/or the Jobs Plus or Resident Services Program;
- Priority 2: A resident of any SHRA housing site;
- Priority 3: All other Section 3 eligible residents in Sacramento City/County.

Order of Providing Preference for Section 3 Businesses in Contracting Opportunities

Contractors and subcontractors shall direct their efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the order of priority provided below.

- Priority 1: Business concerns that are 51 percent or more owned by residents of the housing site at which the Section 3 covered assistance is expended, or whose full-time, permanent workforce includes no less than 30 percent of these persons as employees;
- Priority 2: Business concerns that are 51 percent or more owned by residents of other housing sites or developments managed by SHRA or whose full-time, permanent workforce includes no less than 30 percent of these persons as employees;
- Priority 3: Business concerns that are 51 percent or more owned by Section 3 residents, or whose permanent, fulltime workforce includes no less than 30 percent Section 3 residents, or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified above.

Other Economic Opportunities Process

In the event a Prime Contractor has no demonstrated plan or need to hire and/or subcontract with or is unable to meet the hiring and/or subcontracting requirements in Section V. above, the Prime Contractor is required to provide other economic opportunities by completing form Section 00630. It should be noted that the inability to meet the hiring and/or subcontracting requirements must be documented completely on form Section 00630.

Other Economic Opportunities could include direct subcontracting with a Section 3 Business Concern (subcontracting for work not included in the scope of work), training programs, mentorship program participation, joint ventures or other results oriented economic opportunities directed towards Section 3 Residents and Business Concerns. Any Other Economic Opportunities must be proposed in detail in form Section 00630.

If the other forms of Other Economic Opportunities are not feasible, the Prime Contractor may propose to make a direct contribution to the Section 3 Fund. Guidance on how to contribute to the Section 3 Fund is outlined below:

Hiring Requirements Contribution: If a Prime Contractor chooses to contribute to the Section 3 Fund in order to meet its Other Economic Opportunity because they are unable to meet the hiring requirement or because they cannot provide other economic opportunities, the Prime Contractor will pay 5% of the total dollar amount of the contract for building trade work or 1.5% for all other contracts to the Section 3 Fund. The amount paid shall not exceed \$100,000 for any one contract.

Contracting Requirements Contribution: If a Prime Contractor chooses to contribute to the Section 3 Fund as its Other Economic Opportunity because they cannot meet the full Section 3 Business Concerns subcontracting requirements and cannot provide other Economic Opportunities, the difference between the 10% of the covered contract for building and trade work or 3% for non-construction and the actual amount provided to Section 3 Business Concerns shall be paid to the Section 3 Fund. A Prime Contractor may also pay the entire 10% of the covered contract for building or trade work or 3% for non-construction contracts, if the Prime Contractor has documented the infeasibility of offering any Other Economic Opportunities. In either case, the amount paid shall not exceed \$500,000 for any one contract.



SECTION 00610

ECONOMIC OPPORTUNITY EMPLOYMENT REQUIREMENTS

The following is applicable to all contracts related to this project.

- A. The contract requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area.
- B. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Employment Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. Contractor will include this Employment Clause in every subcontract for work in connection with the project.
- E. Each Contractor or subcontractor undertaking work in connection with a Section 3 covered project must fulfill his obligation to utilize lower income project area residents as employees to the greatest extent feasible by:
 - 1. Identifying the number of positions in the various occupational categories including skilled, semi-skilled, and unskilled labor, needed to perform each phase of the Section 3 covered project;
 - 2. Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees;
 - 3. Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are not currently occupied by regular permanent employees;
 - 4. Establishing the positions described in Paragraph (3) of this Section, a goal which is consistent with the purpose of this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area; and
 - 5. Making a good faith effort to fill all of the positions identified in Paragraph (4) of this Section with lower income project area residents.



SECTION 00620 – DECLARATION OF UNDERSTANDING AND INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

<u>General Submittal Instructions</u>	
<p>Bidder/Proposer is required to submit a completed Section 3 and Economic Opportunity Plan(s) with bid. A “non-responsive” determination may be made due to non-submittal. All first-tier subcontractors of the awarded Bidder are required to submit the completed Economic Opportunity Plan within 10 days of award.</p> <p>Bidder/Proposer AND its first-tier subcontractors whose Economic Plans indicate no subcontract awards to certified Section 3 Business Concerns will be required to submit supporting documentation for review and approval verifying outreach efforts and attempts to award subcontracts to Section 3 Business Concerns in bid. A “non-responsive” determination shall be made due to a lack of documented outreach to Section 3 Business Concerns by the Bidder/Proposer. Exception: bid/proposal indicating no projected hiring and/or subcontracting opportunities.</p>	
<u>Special Instructions for SHRA Developers</u>	
<p>Submit all completed Section 3 and Economic Opportunity Plans before construction begins or at the beginning of each project phase (determined on case-by-case). Developers submit completed Plans to:</p> <p align="center"> Sacramento Housing and Redevelopment Agency Procurement/Section 3 801 12th St, 2nd Floor Sacramento, CA 95814 Section3@shra.org </p>	
Prime Contractor Name:	Subcontractor:
Contact Name:	Email Address:
Telephone Number:	Dollar Value of <input type="checkbox"/> Contract <input type="checkbox"/> Subcontract \$
<p><u>Check All That Apply For This Project And Follow Instructions As Applicable</u></p> <p><input type="checkbox"/> I am the Prime Contractor</p> <p><input type="checkbox"/> I am a Subcontractor</p> <p><input type="checkbox"/> Prime/Sub Contractor will comply with Section 3 outreach for subcontracts as a result of this bid/proposal</p> <p><input type="checkbox"/> Prime/Sub Contractor will comply with Section 3 new hires as a result of this bid/proposal</p> <p><input type="checkbox"/> There will be no subcontracts or new hires as a result of this bid/proposal</p> <p><i>Bidder for the above bid/solicitation number and project hereby understands and agrees to comply with all provisions of Section 3 as set forth in 24CFR135.38 and SHRA’s Section 3 requirements, as applicable. Noncompliance with HUD’s Section 3 regulations may result in sanctions, termination of the contract/agreement for default and debarment or suspension from future HUD-assisted contracts.</i></p>	
<p>Authorized Official’s Signature: _____ Date: _____</p> <p>Printed Name and Title: _____</p>	

SUBMIT WITH BID/OFFER BY PRIME CONTRACTOR ONLY



SECTION 00630: SECTION 3 ECONOMIC OPPORTUNITY PLAN

Project: Under \$10,000 Qualified Vendor List **Project #:** 1973-DD **Date:** _____

Prime Contractor: _____

PART I: **Contractor** **Subcontractor** **Section 3 Business Concern** **Yes** **No**

Firm Name: _____ **Contact:** _____

Phone Number: _____ **Fax Number:** _____ **E-mail:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Employment Opportunities

PART II: Contractors or subcontractors receiving federal funds are required to adhere to Executive Order 11246, by Section 3 of the HUD Act of 1968 (12 USC 1701u) and 24 CFR Part 135, the General Conditions of the Contract for Construction, and SHRA’s Section 3 Declaration of Understanding and Intent to Comply with Section 3 Requirements. If awarded a contract, it further agrees to comply with all such requirements, including without limitation, committing to an employment and training goal (Tier I) AND award a subcontract to Section 3 Business Concerns (Tier II) to the greatest extent feasible. The business entity further understands and agrees that these commitments will be included as obligations in any contract awarded and its failure to comply will be deemed a material default under the contract.

TIER I: *HIRING COMMITMENT* (goal of 30% or greater for new hires to be filled by Section 3 Residents)

JOB CLASSIFICATION(S) NEEDED TO COMPLETE THE PROJECT (i.e. Administrative, Laborer, Electrical, Demolition, Asbestos Abatement, Technical, Management, Security)	CURRENT WORKFORCE	REQUIRED WORKFORCE IF AWARDED CONTRACT	NEW HIRE COMMITMENT * # of New Hires that will be Section 3 Resident **

Attach additional sheets if necessary

By making a commitment above to hire Section 3 Residents, the business entity understands and commits to following the Section 3 Resident Priority Selection by giving first priority to individuals residing in the SHRA development where the work is being performed.

***New Hire:** A new hire means a full-time employee for a new permanent, temporary or seasonal position that is created as a direct result of this project. **Submit a New Hire Questionnaire for every new hire within one week (7 calendar days) of the hire.**

**** Section 3 Resident Priority Selection:**

1st Priority (P1): Individuals residing in the SHRA Development where the project is located and/or the Jobs Plus or Resident Services Program.

2nd Priority (P2): Individuals residing in other SHRA owned or managed developments/properties.

3rd Priority (P3): All other Section 3 eligible residents in Sacramento City/County.

TIER II: SUBCONTRACTORS LIST (goal of 10% or greater of contract amount for Construction Contracts and 3% or greater of contract amount for Non-Construction Contracts)

SUBCONTRACTOR NAME AND CONTACT	TRADE	Section 3 Business? Yes or No	Subcontract Amount

Attach additional sheets if necessary

PART III: OTHER EFFORTS THAT WILL BE MADE TO GENERATE ECONOMIC OPPORTUNITIES

Pursuant to 24 CFR § 135.40 and/or SHRA's Section 3 Guide and Compliance Plan, please outline your plan to provide other economic opportunities to Section 3 Residents and Section 3 Business Concerns if you cannot satisfy Tier I and Tier II goals or desire to offer additional opportunities. Your plan should include quantifiable goals (i.e. specific number of individuals to be trained, enrolled in apprenticeship or other programs, mentored or hired as interns; dollar commitment, etc.). Examples may include training and apprenticeship programs, mentorship, internship. If you need more space, attach additional pages.

Attach additional sheets if necessary

PART IV: NOTES & COMMENTS

Attach additional sheets if necessary

PART V:

Notification of the Intent to Use Current Workforce

We do not anticipate hiring any construction workers or office staff during the contract period. However, should any positions become available we will notify SHRA by completing the upper section of this form; and, if we hire, by submitting a New Hire Questionnaire

I declare, under penalty of perjury, that the above is true and correct to the best of my knowledge.

Contractor/Subcontractor Name

Signature

Date

Print Name

Title

Questions regarding the completion of this form can be submitted to section3@shra.org

Revised 07-19-19

THIS FORM TO BE SUBMITTED WITH BID BY PRIME CONTRACTOR WITH BID



SECTION 00650 - SHRA SECTION 3 JOB ORDER & REFERRAL FORM

This Form helps contractors and subcontractors hire Section 3 residents and achieve compliance with the Section 3 goals. It also serves to document requests, referrals and track placements of Section 3 residents. An added feature is the documentation of waivers where availability of Section 3 residents for a particular trade may be zero. This form guides compliance determinations at project end. The Form must be submitted to SHRA at section3@shra.org. Third party requests and/or informally on job sites will not count as a documented request. Please complete the Form as indicated below, date, sign and forward as appropriate. (Please verify receipt of referral form).

To be Completed by PRIME/SUBCONTRACTOR

Contractor or Subcontractor _____

Contact Name: _____

Telephone Number: _____ **E-Mail:** _____

Project Name: Under \$10,000 Qualified Vendor List **Project Number:** 1973-DD

Job Location: _____

Work Start Date: _____ **End Date:** _____ **Estimated # Work Hours** _____

Classification:	Skill Level	
1. Trade: _____	Journeyman _____	Apprentice _____
2. Trade: _____	Journeyman _____	Apprentice _____
3. Trade: _____	Journeyman _____	Apprentice _____

Experience Required For Classifications Listed Above:
1. Trade: _____
2. Trade: _____
3. Trade: _____

Selection Criteria: (please check one or more as needed)
 Military Service Union Driver's Lic Other
 Non-Union CDL Class _____

Signature

Date

Print Name

Title

SUBMIT THIS FORM TO:

SHRA Procurement Services
801 12th Street
Sacramento, CA 95814
Section3@shra.org

To be Completed by SHRA

A. SHRA is formally referring the following individuals:

Name: _____ Last 4 SS# _____
Address: _____
Phone: _____ email: _____
Skill/Trade & Level: _____

Name: _____ Last 4 SS# _____
Address: _____
Phone: _____ email: _____
Skill/Trade & Level: _____

Name: _____ Last 4 SS# _____
Address: _____
Phone: _____ email: _____
Skill/Trade & Level: _____

Name: _____ Last 4 SS# _____
Address: _____
Phone: _____ email: _____
Skill/Trade & Level: _____

Referrals ARE NOT available at this time.

Signature

Date

Print Name

Title



SECTION 00660: SECTION 3 BUSINESS SELF CERTIFICATION FORM

Name of Business _____

Address of Business _____

A Business can be classified as a Section 3 business in one of three ways. Please self-certify in which way your business qualifies.

- Section 3 Resident Owned Enterprise (at least 51% ownership) – Please check which applies.
 - Public Housing resident
 - Public Assistance Recipient
 - Public Assistance Program Participant
 - Income (see below)

Find your household size below (include yourself), if your maximum household income is at or below the listed maximum income, you qualify as a Section 3 Resident.

INCOME LIMITS – 2019								
Number in Household	1	2	3	4	5	6	7	8
Maximum Household Income	\$46,850	\$53,550	\$60,250	\$66,900	\$72,300	\$77,650	\$83,000	\$88,350

- Subcontracts 25 percent of the dollar awarded to qualified Section 3 Business Concerns or Section 3 Residents.
- At least 30 percent (30%) of workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business.

By submitting this form, my business certifies that the statements and information contained on this form are true and accurate, and meet the HUD Section 3 business self-certification eligibility requirements in accordance with 24 CFR Part 135. I further understand that a Section 3 business is not entitled to a contract simply by being listed in the SHRA Section 3 Business Registry database. Businesses that self-certify their eligibility may receive preference as a Section 3 business, subject to verification from SHRA. Information that is misrepresented on this form will be grounds for terminating Section 3 certification. By signing below, I certify under penalty of perjury under the Laws of the State of California that I am fully authorized to execute this document and that all of the information provided herein is true and correct.

 Authorizing Name (Print)

 Signature

 Title

 Date

SECTION 00670 – SECTION 3 RESIDENT CERTIFICATION FORM

Section 3 Resident is a public housing resident or a low or very low income person who lives in the City/County of Sacramento and who has a household income that does not exceed HUD’s income limits as described below.

All current employees and new hires claiming Section 3 Resident status must complete this form in order to comply with Section 3 reporting requirements of the Housing and Urban Development Act of 1968.

PART I: EMPLOYEE INFORMATION (to be completed by Section 3 Resident New Hire)

Name:	Check all that apply: <input type="checkbox"/> Live in Public Housing <input type="checkbox"/> Income qualified non-public housing resident <input type="checkbox"/> Section 8 participant <input type="checkbox"/> Recipient of other federal assistance Specify type: _____
Address:	
Public Housing Site of Residence:	
Phone Number:	Email Address:
Registered apprentice: YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, what level: _____ (Attach the Department of Labor Issued Apprentice Certificate)	

PART II: INCOME INFORMATION (to be completed by Section 3 Resident New Hire)

Find the column that corresponds to the number of people in your household. If the annual household income of your home is within or below the range shown for the number of people in your household, you qualify as a Section 3 Resident. Check the column accordingly. Public housing residents qualify as Section 3 Residents regardless of if they meet the below income requirements.

INCOME LIMITS – 2019								
Number in Household	1	2	3	4	5	6	7	8
Maximum Household Income	\$46,850	\$53,550	\$60,250	\$66,900	\$72,300	\$77,650	\$83,000	\$88,350
Check the Appropriate Box	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The undersigned declares that the above information is true and correct.

Employee/Section 3 Resident Signature: _____ **Date:** _____

PART III: EMPLOYER AND PROJECT INFORMATION (to be completed by Contractor/Vendor)

Company Name:	Project Name and Location:
---------------	----------------------------

PART IV: EMPLOYMENT VERIFICATION (to be completed by Contractor/Vendor)

Position Title:	Hire Date:	End Date:
Benefits:	Number of Hours Per Week:	Total Number of Hours Worked:
Permanent <input type="checkbox"/> Temporary <input type="checkbox"/>	Hourly Rate:	Total Paid to Employee:

Your signature below validates the entries completed in parts III and IV as true and correct, based on your payroll records and personnel file.

I declare, under penalty of perjury, that the above is true and correct to the best of my knowledge.

Contractor / Subcontractor Firm Name	Signature of Authorized Representative or Owner	Date
--------------------------------------	---	------

Questions regarding the completion of this form can be submitted to Section3@shra.org

Revised 05-07-19

SHRA has determined the disclosure of this document, which includes the home address and private financial information of a public housing resident, would constitute an unwarranted invasion of personal privacy per Government Code section 6254(c), and therefore exempts this record from disclosure under the California Public Records Act.



SECTION 00680 – NEW HIRE QUESTIONNAIRE (2019)

Contractor/firm: _____ **Project Name/Number:** Under \$10,000 Qualified Vendor List
1973-DD

Note to employer: Use this form as part of your new hire process. You may send this form to Compliance Services by mail or fax. It is due one week after hire.

Questionnaire

Your employer is required to furnish the following information in complying with the terms of the contract for this project. All information you provide will be **confidential** and will be used to prepare statistical reports to determine the economic impact this job has on the community. Your responses will not affect your employment situation. Please complete all requested information and return this form to your employer.

1. New Hire

First Name: _____ Middle Initial: _____ Last Name: _____

Street Address: _____ City: _____ Zip: _____

Job Title: _____ Phone: _____

Gender: _____ Male _____ Female

Ethnic Code: _____

1–White/Caucasian; 2–Black/ African American; 3–Native American; 4–Hispanic; 5–Asian/Pacific Islander; 0–Other

2. Income

Please provide your household income **before taking this job**. Please review the chart below, match your household size (include yourself) with the **maximum** household income; then, place a check mark in the space below next to the category type (“*Within Limits of Chart*” or “*In Excess of Limits of Chart*”) that applies to your household.

INCOME LIMITS – 2019								
Number in Household	1	2	3	4	5	6	7	8
Maximum Household Income	\$46,850	\$53,550	\$60,250	\$66,900	\$72,300	\$77,650	\$83,000	\$88,350

For example, if your household size is 3 and the total annual household income was \$55,000.00, you would fall within the income limits of the chart. From the chart above, the income was below the maximum for a family of 3 (\$60,250.00). You would check “Within Limits of Chart.”

Mark one category: Within Limits of Chart _____ In Excess of Limits of Chart _____

3. Job Source: how did you find about this job?

Referred by: _____ Recruited by: _____

Other: _____

4. Statement

I declare that the above is true and correct to the best of my knowledge.

Your signature: _____ Date: _____

Feel free to contact us should you have any questions. Thank you.

Sacramento Housing and Redevelopment Agency – Procurement Services
801 12th Street, 2nd Floor
Sacramento CA 95814
(916) 440-1378: Fax - (916) 442-6736

END OF SECTION



SECTION 00685 – NEW HIRE TRACKING SUMMARY

Contractor/Subcontractor: _____

Project Name: Under \$10,000 Qualified Vendor List **Project Number:** 1973-DD

Total number of employees who performed work on this project: _____

You are required to furnish the following information to comply with the terms of the contract for this project. It is the responsibility of the prime contractor to collect the completed form from all subcontractors working on this project and compile the information on one form to submit for the entire project.

During the course of the project you and/or your subcontractor(s) may find the need to hire new workers. “New Hires” are defined as persons hired specifically to perform work on this project. Should “New Hires” be necessary, you are encouraged to hire Section 3 residents¹. Each new hire applicant is to complete a New Hire Questionnaire at the time of applying for a position.

Collect, tally and record the following information during the course of the project (use additional sheets if necessary). This requirement applies to **all** contractors and subcontractors working on this project.

Number of new hires: _____ Number of Section 3 new hires: _____

Number of job inquiries: _____

Number of job applicants: _____ Number of Section 3 job applicants: _____

Number of Section 3 resident job offers: _____

Number of Section 3 resident hires: _____

In the table below, please list:

1. What trades/classifications/professions (e.g. carpenter, plumber, laborer, architect, engineer, etc.) were hired specifically for this project.
2. Total number of New Hires for each trade/classification/profession.
3. Number of New Hires that were Section 3.

TRADE/CLASSIFICATION/PROFESSION	TOTAL NEW HIRES	SECTION 3 NEW HIRES

I declare that the above is true and correct to the best of my knowledge.

Signature

Date

¹See 24 CFR §135.38 Section 3 Clause

Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of an institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.



NOTICE

(SECTION 00720 – NOTICE - POSTER)

The contractor and subcontractor(s), if any, are committed to making employment and business opportunities available to residents and businesses in this community. This construction project may provide such opportunities.

If you have the skills and are interested in a construction or construction-related job or are in a business in which the contractor may be interested in, please contact:

Contractor (business card/label)

or,

the Sacramento Housing and Redevelopment Agency at 916-440-1378 or section3@shra.org

The contractor is an equal opportunity employer.

The above statement is a solicitation for interest in employment and contracting opportunities. It is not intended as a job or contracting offer.

This notice complies with the Section 3 Policy and 24 CFR 135.38 (c).

Sacramento Housing and Redevelopment Agency, Procurement Services, 801 12th Street, 2nd Floor,
Sacramento, CA 95814

Revised 02-13-19

NOTICE TO ALL CONSTRUCTION AND MAINTENANCE EMPLOYEES



**Working on Public Housing Construction or
Maintenance Projects Financed by the U.S.
Dept. of Housing and Urban Development**

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

PROPER PAY

If you do not receive proper pay, contact the officer listed below:

Sacramento Housing and Redevelopment Agency
Procurement Services
801 12th Street
Sacramento, CA 95814
(916) 440-1378 Fax (916) 442-6736

or you may contact the nearest office of the Labor Relations Staff, U.S. Department of Housing and Urban Development. They are listed in the U.S. Government section of most telephone directories.

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Sacramento Housing and Redevelopment Agency
916-440-1378
Section3@shra.org

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

Sacramento Housing and Redevelopment Agency
916-440-1378
Section3@shra.org

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



**SECTION 00800 - TASK ORDER (EXAMPLE)
 CONTRACT NUMBER – 1973-DD**

Contractor shall complete the following described work at the address listed in accordance with the Contract terms and conditions and the following special instructions, if any.

Date:	Community:
Unit Address:	Unit Number:
Project Start Date:	Project Completion Date:
Lockbox at Unit: <input type="checkbox"/> No Lockbox – Pick-up key from Community Office: <input type="checkbox"/>	

The Contractor shall provide all labor, materials, equipment, documentation & permits in accordance with the Bid Documents and the Technical Specification to complete the following Work:

*Note: Prices above are to be input by the contractor, with total price shown below in “Work Price” and must be approved through the Task Order process **prior to start of work.***

Special Instructions:

Wages Requirements applicable to:

- Part A: Federal Funds: ACC locations
 - HUD Determined Maintenance Wages
- Part B: Federal Funds: ACC locations
 - Davis Bacon Residential Wages
- Part C: Federal Funds: ACC locations –5 stories or higher
 - Davis Bacon Building Wages
- Part D: Local Funds: Non-ACC locations
 - California State Prevailing Wages

Contractor Name:	Contractor Phone:
-------------------------	--------------------------

Work Price: \$

Issued By:	Phone Number:
------------	---------------

SECTION 00810 - Punch List and Task Order Completion Notification

Inspected By:		Date:
Contractor:		
Address:		
Unit No.:		
Task Order Completion Date: (submit invoice)		
Punch List item(s):		
1.		Complete Incomplete
2.		Complete Incomplete
3.		Complete Incomplete
4.		Complete Incomplete
5.		Complete Incomplete
6.		Complete Incomplete
7.		Complete Incomplete
8.		Complete Incomplete
Punch List Completion Reviewed By: (submit invoice)		Date:

If the Punch List item(s) are not completed satisfactorily, the provisions of Sections 00210/00211 General Conditions for Construction Contracts – Public Housing Programs and 00212 – Supplemental General Conditions for Construction Contracts – Public Housing Programs, may be enforced.

SECTION 00820 - DISCREPANCY NOTIFICATION

This form is to be used by the Contractor, if during the performance period, it is determined that the housing unit cannot be completed to the requirements of the Contract Manual and Technical Specifications Manual or if there are any discrepancies noted by the Contractor. The Contractor is required to submit this form, by e-mail or facsimile, identifying the discrepant items below to the Agency Project Manager, prior to the date and time established for unit completion.

Contractor: _____

Today's Date: _____

Task Order Award Date: _____

Unit Address: _____

Agency Project Manager Instruction:

Agency Project Manager Signature: _____ Date: _____

EXHIBIT 1 PHA COMMUNITY DIRECTORY

(properties subject to Davis Bacon Residential Wages or
HUD Determined Maintenance Wages)

ALDER GROVE 331 Units				
CA005000101				
	NEW HELVETIA	652-828	BROADWAY	95818
	NEW HELVETIA	757-817	KEMBLE	95818
	NEW HELVETIA	2515-2667	KIT CARSON	95818
	NEW HELVETIA	700-768	MARSH	95818
	NEW HELVETIA	2514-2696	MUIR	95818
	NEW HELVETIA	729-816	REVERE	95818
	NEW HELVETIA	2654-2701	RINGGOLD	95818
	NEW HELVETIA	675-825	WARNER	95818
MARINA VISTA 391 Units				
CA005000102				
	RIVER OAKS	2773-2779	3rd Street	95818
	RIVER OAKS	2670-2788	5th Street	95818
	RIVER OAKS	1 - 11	Mark Hopkins Ct	95818
	RIVER OAKS	300-476	RIVER BEND	95818
	RIVER OAKS	1 - 349	SEAVEY	95818
	RIVER OAKS	301-427	VALLEJO	95818
CENTRAL CITY 331 Units				
CA005000103				
	BIG TREES APTS	2516	H Street	95816
	PINE KNOLL	917	38th Street	95816
MEADOW COMMONS 246 Units				
CA005000104				
	COLONIAL HEIGHTS	1	CLAUSS	95820
	Coral Gables	89-137	Coral Gables	95823
	MANDY	7280-7294	MANDY	95823
	Meadowgate	7269-7281	Meadowgate	95823
	SCATTERED SITES	6552-6566	24th Street	95822
	WILLIAM LAND VILLA	1043	43rd Ave	95822
	SFH	1467	66th Avenue	
	SFH	1531	Glidden	
	SFH	2070	48th Avenue	
	SFH	2184	50th Avenue	
	SFH	2239	Craig	
	SFH	3449	Gates	
	SFH	3600	Reel	
	SFH	6129	Hermosa	
	SFH	6508	Golfview	
	SFH	7506	21st Street	
	SFH	7591	Red Willow	
	SFH	7651	Manorside	

MEADOW COMMONS - continued				
	SFH	7656	Manorcrest	
	SFH	7670	22nd St.	
	SFH	7695	22nd St.	
	SFH	7722	Detroit	
	SFH	7857	Detroit	
	SFH	2124	63rd Avenue	
	SFH	1500	Armington	
	SFH	1501	Anoka	
	SFH	1505	Anoka	
	SFH	1522	Armington	
	SFH	1600	Janrick	
	SFH	1608	Janrick	
	SFH	1713	Neihart	
	SFH	1780	71st	
	SFH	1781	71st	
	SFH	1785	71st	
	SFH	1786	71st	
	SFH	2131	62nd Avenue	
	SFH	2148	Florin	
	SFH	2221	16th Avenue	
	SFH	2223	16th Avenue	
	SFH	2850	Utah	
	SFH	2851	Utah	
	SFH	2854	Provo	
	SFH	2855	Provo	
	SFH	2860	Utah	
	SFH	2861	Utah	
	SFH	2864	Provo	
	SFH	2865	Provo	
	SFH	3672	Reel	
	SFH	4052	Weymouth	
	SFH	4225	Weymouth	
	SFH	4231	23rd St.	
	SFH	4237	23rd St.	
	SFH	7312	Franklin	
	SFH	7434	Cosgrove	
	SFH	7458	Cosgrove	
	SFH	7462	Cosgrove	
	SFH	7466	Cosgrove	
	SFH	7557	18th St.	
	SFH	7743	Reenel	
	SFH	7786	Detroit	
	SFH	7826	Shrader	
	SFH	7832	Shrader	
	SFH	7838	Shrader	
	SFH	7844	Shrader	
	SFH	6142	Belleau Wood	

OAK PARK				
CA005000105				
221 Units				
	Oak Park	2970	2nd Ave	95817
	Vista Arms	3143	3rd Ave	95817
	Vista Arms	3635	5th Ave	95817
	Oak Park	3685	5th Ave	95817
	Oak Park	3509-3515	36th St.	95817
	Vista Arms	3819	4th Ave	95817
	Oak Park	4556-4568	10th Ave.	95820
	Fairgrounds	100-330	Fairgrounds Dr	95817
	LINCOLN MANOR	2485	37th St	95817
	Vista Arms	3123	2nd Ave	95817
	Glen Haven	3649-51	2nd Ave	95817
	Vista Arms	3245	3rd Ave	95817
	SCATTERED SITES	3250	W Street	95817
	SHERMAN OAKS	3543	1st Ave	95817
	Townhomes	2910-2912	35th Street	95817
	Rio	1000	RIO Lane	
	Folsom	4921	FOLSOM Blvd	
	SFH	1575	34th St.	
	SFH	2931	24th Ave.	
	SFH	2943	42nd St.	
	SFH	3405	24th Ave.	
	SFH	3421	21st Ave.	
	SFH	3661	4th Ave.	
	SFH	3804	21st Ave.	
	SFH	3922	39th St.	
	SFH	4001	32nd St.	
	SFH	4439	6th Ave.	
	SFH	5064	10th Ave.	
	SFH	5110	Bradford	
	SFH	5409	56th St.	
	SFH	6021	Wilkinson	
	SFH	6071	Wilkinson	
	SFH	7604	Vallecitos	
	SFH	7612	51st Ave.	
	SFH	7736	Vallecitos	
	SFH	7748	40th Ave.	
	SFH	3421	19th Ave.	
	SFH	3423	19th Ave.	
	SFH	3605	22nd Ave.	
	SFH	4058	Sumac	
	SFH	4060	Sumac	
	SFH	4100	47th St.	
	SFH	4114	3rd Ave.	
	SFH	5550	Emerson	
	SFH	7221	Fruitridge	
	SFH	3254	Santa Cruz	

THE MILL				
206 Units				
CA005000107				
	ALKALI FLAT FAMILY	412-414	13th St	95814
	ALKALI FLAT FAMILY	1512	D St	95814
	ALKALI FLAT FAMILY	1226-1228	D St	95814
	ALKALI FLAT FAMILY	907-923	F St	95814
	CONNIE	2532	CONNIE Dr	95815
	GIBSON OAKS	480	REDWOOD	95815
	GRAN CASA LINDA	3725	CYPRESS	95838
	W. Silvereagle	425	W. Silvereagle	95834
	SFH	44	Cathcart	
	SFH	125	Cathcart	
	SFH	150	Barton	
	SFH	180	Olmstead	
	SFH	233	Olmstead	
	SFH	272	Arcade	
	SFH	1013	North	
	SFH	1340	Stephanie	
	SFH	3634	Clarkson	
	SFH	44	Ford	
	SFH	48	Ford	
	SFH	74	Arcade	
	SFH	100	Fairbanks	
	SFH	200	Redondo	
	SFH	237	Haggin	
	SFH	309	Graves	
	SFH	311	Graves	
	SFH	375	Lindley	
	SFH	530	Lampasas #A	
	SFH	530	Lampasas #B	
	SFH	637	Grand	
	SFH	734	Rio Tierro	
	SFH	1142	Grand	
	SFH	1144	Grand	
	SFH	1731	Bowling Green	
	SFH	3183	Western	
	SFH	3203	Western	
	SFH	3249	Western	
	SFH	3255	Western	
	SFH	3287	Western	
	SFH	3301	Western	
	SFH	3319	Western	
	SFH	3836	Haywood	
	SFH	3840	Clay	
	SFH	3937	Belden	
RIO GARDEN				
269 Units				
CA007000202				
	LITTLE BELL	1517-1525	BELL	95825
	ELKHORN	325	ELKHORN	95673
	HAYWOOD	3725	HAYWOOD	95838
	ALTA ARDEN VILLA	3241	ALTA ARDEN	95825

RIO GARDEN - continued		269 Units		
CA007000202				
	CRYSTAL GARDEN	6045	DRY CREEK	95673
	BIG BELL	3050	BELL	95821
	EVELYN PINES	1160	EVELYN	95864
	CREEKSIDE	6029	DRY CREEK	95673
	DATE AVENUE APTS	5519	DATE AVE	95842
	ROSEVILLE	7316-7326	ROSEVILLE ROAD	95842
	WALERGA	8223	WALERGA ROAD	95843
	WHITNEY	4741	WHITNEY Ave	95608
	GUNN	2511	GUNN Rd	95608
	SFH	3533	Cypress	
	SFH	3537	Cypress	
	SFH	3728	Cypress	
	SFH	3909	Alder	
	SFH	6412	Bolin	
	SFH	6421	Bolin	
	SFH	3618	Branch	
	SFH	3640	Belden	
	SFH	3640	Branch	
	SFH	3718	Cypress	
	SFH	3811	Dry Creek	
	SFH	3812	Alder	
	SFH	3813	Dry Creek	
	SFH	3815	Dry Creek	
	SFH	3817	Dry Creek	
	SFH	3820	Alder	
	SFH	3832	Alder	
	SFH	3840	May	
	SFH	3842	May	
	SFH	3844	May	
	SFH	3846	May	
	SFH	3913	Alder	
	SFH	3925	Dry Creek	
	SFH	3940	Rose	
	SFH	3945	Palmetto	
	SFH	3641	Centinella	
	SFH	6444	La Cienega	
	SFH	3937	Renick	
	SFH	3939	Renick	
	SFH	4037	Renick	
	SFH	4039	Renick	
	SFH	5721	San Marcos	
	SFH	6224	San Martin	
	SFH	6141	Terrell	
	SFH	6143	Terrell	
	SFH	6145	Terrell	

SUN RIVER				
CA007000203				
302 Units				
	BEECH AVENUE COMM	6225-6233	BEECH AVE	95662
	MANZANITA TERRACE	5810-5820	MANZANITA AVE	95608
	MARIPOSA MANOR	6250	MARIPOSA AVE	95610
	SIERRA HILLS	6054	SHUPE DR	95621
	TIARA TERRACE	7500	TIARA WAY	95610
	COOK	7554	COOK AVE	95610
	LOUIS GLUD COMMON	6649	SUNRISE BLVD	95610
	MAIN	6519	MAIN AVE	95662
	NORTHCREST	6010-6046	NORTHCREST CIR	95608
	EL PARQUE/ BRAVADC	2615-2619	BRAVADO Dr	95670
	SCATTERED SITES	2909-2919	DAIN Ct	95670
	COLOMA	10730	COLOMA Rd	95670
	FAIR OAKS	8313	FAIR OAKS Blvd	95608
	ENGLEBROOK	5735-5751	ENGLE Rd	95608
	PORTSMOUTH	2970	PORTSMOUTH Dr	95670
	S WHITEROCK	10380-82	S WHITEROCK Rd	95670
	SUNSET RIDGE	7501	SUNSET Ave	
	SFH	5984	North Haven	
	SFH	4116	Dexter	
	SFH	6529	Juneau	
	SFH	2608	El Parque	
	SFH	2610	El Parque	
POINTE LAGOON				
CA007000205				
241 Units				
	YOUNG	5201-5259	YOUNG St	95824
	DEWEY	5731-5745	DEWEY Blvd	95824
	SOUTHWEST	5100-5101	SOUTHWEST Ave	95824
	NINA	5730	NINA Way	95824
	LAGUNA CREEK	9240	BRUCEVILLE Rd	95758
	EL PARAISO	4930	EL PARAISO Ave	95824
	ASHLEY APARTMTS	9205	ELK GROVE Blvd	95624
	CHRISTA MANOR	6601	Pomegranate Ave	95823
	Elk Grove/Florin	9353	Elk Grove/Florin Rd	95624
	3929 48TH	3929	48th Ave	95823
	LANG	6433	LANG Ave	95823
	PERRY	4500-4530	PERRY AVE	95820
	SCATTERED SITES	14215	GROVE St	95690
	MULBERRY COMMON	3520-3562	41ST Ave	95824
	MULBERRY COMMON	3541-3563	42ND Ave	95824
	CASSANDRA PARK	9561	CASSANDRA Way	95827
	SFH	4410	40th Ave.	
	SFH	6108	Laurine	
	SFH	6305	Vista	
	SFH	6641	Dawson	
	SFH	5001	33rd Ave.	
	SFH	5248	Southwest	
	SFH	5250	Southwest	

EXHIBIT 2
PHA COMMUNITY DIRECTORY
(properties subject to Davis Bacon Building Wages)

CENTRAL CITY	331 Units			
CA005000103				
	CAPITOL TERRACE	1820	Capitol Avenue	95814
	COMSTOCK	1725	K Street	95814
	Edgewater Apts	626	I Street	95814

EXHIBIT 3 NON-ACC PROPERTY LIST

(properties subject to State Prevailing Wages)

<i>River Walk (Non-ACC units)</i>			
	San Jose/Broadway	4021-4041	BROADWAY
	SCAT 8	7873	ANN ARBOR WY
	SCAT 8	7517	BOWEN CIRCLE
	SCAT 8	541	MORRISON
	SCAT 8	1549	NEIHART AVENUE
	SCAT 8	1934	NIANTIC WAY
	SCAT 8	1337	RENE AVENUE
	SCAT 8	7546	SKELTON WAY
	SCAT 8	2145	VOLLAN WAY
	LOS VICTORIANAS	505	10TH STREET
	OAK PARK DUPLEX	2937-2961	35TH STREET
	OAK PARK DUPLEX	2938-2960	36TH STREET
	COLOMA SENIORS'# 1	10730	COLOMA ROAD
	RIVERVIEW PLAZA	600	I STREET
	CORAL GABLES	31 - 37	CORAL GABLES
	VILLA DE NOVO	3527 - 33	Del Paso Blvd
	Norcade	2816,20,32	Norcade Cir
	LARCHMONT	5280	Meadow Park Way