

BENICIA HOUSING AUTHORITY

**CONTRACT DOCUMENTS, SPECIAL PROVISIONS AND STANDARD
SPECIFICATIONS**

for

TWO-UNIT FIRE REPLACEMENT

BID DUE DATE: 15TH DAY May 2024

MANDATORY PRE-BID MEETING DATE: 30th DAY April 2024 at 9:00am

ADDENDUM #01

APPLICABLE MINIMUM WAGE RATES

Prepared for
Benicia Housing
Authority
28 Riverhill Drive
Benicia, California 94510
(707) 795-6011

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PART 5 – DRAWINGS

See drawing packages:

Benicia Housing Authority, Two-unit fire replacement

PART 1 - BID DOCUMENTS

INVITATION FOR SEALED BIDS

BENICIA HOUSING AUTHORITY (BHA) TWO-UNIT FIRE REPLACEMENT

Notice is hereby given that on 15th DAY, May 2024, at 2:00 PM at 28 Riverhill Dr., Benicia, California 94510 will receive and open sealed bids for the TWO-UNIT FIRE REPLACEMENT PROJECT. Sealed bids shall be dropped off in the main office building before 2:00 PM on Wednesday, May 15, 2024. The work is described generally as a two-unit fire replacement. The Contractor must have a valid California Contractor's license, a Class B General Contractor. The Engineer's estimate for this project is \$325,000. The Contractor must begin work within fifteen (15) calendar days after official notice by the BHA Engineer to proceed with the work and must diligently prosecute the same to completion within one hundred twenty (120) calendar days of that Notice.

Under California Labor Code section 1770 et seq., copies of the determination of the Director of the Department of Industrial Relations of the general prevailing rate of per diem wages for each craft, classification and type of workman needed to execute the work can be requested from the Department of Public Works, or on the Internet at <http://www.dir.ca.gov/dlsr/PWD/index.htm>, and are incorporated herein. (Labor Code § 1773.2.) Prevailing wage determinations must also be posted at each job site.

SB 854 (Stat. 2014, Chapter 28) establishes that no Contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No Contractor or subcontractor may be awarded a Contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All Contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The prime Contractor must also post job site notices prescribed by regulation.

Per California Civil Code Section 9550, a payment bond in the amount of 100% of the bid total will be required from the successful bidder for bids exceeding \$25,000. The bond must be provided within fifteen (15) calendar days from notice of award and prior to the performance of any work.

A performance bond and bid bond must also be provided for bids exceeding \$25,000.

For any moneys earned by the Contractor and withheld by the Benicia Housing Authority (BHA) to ensure the performance of the Contract, the Contractor may, at its request and sole expense, substitute certain securities equivalent to the amount withheld in the form and manner and subject to the terms and conditions provided in the California Public Contracts Code Section 22300.

This notice incorporates by reference the terms, conditions and requirements of the specifications approved by the BHA, any and all changes or amendments to the specifications and special instructions or special notice issued to or given to prospective bidders.

BHA makes no representation or warranty of the condition of the jobsite. All prospective bidders are requested to carefully review the plans and specifications and to examine and conduct tests or otherwise satisfy themselves as to the conditions at the project site, subject to coordination with the BHA.

Except as otherwise indicated in the Instructions to Bidders, bids will be publicly opened, examined and declared on said day and hour and referred to and considered by the BHA at a future BHA Board meeting. Each bid must be submitted on the bid forms furnished by the BHA, and each bid must include all the

items shown on these forms. Substitute forms may be used if specified in this Notice.

A mandatory Prebid conference will be held at 9:00 AM on April 30th, 2024, at 28 Riverhill Dr., Benicia, California 94510. Additional site visits can be scheduled if the BHA is notified 24 hours in advance.

The BHA reserves the right, in its sole discretion, to reject any or all bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. The BHA may reject any and all bids and waive any minor irregularity in the bids.

Contract Documents are available at no cost on **April 18th, 2024**, at the following locations:

- Architect, STRATA alp – Dan Nichols dnichols@strataap.com or Dorian Brewer dbrewer@strataap.com; Tele: 707-935-7944
- North Coast Builders Exchange <https://ncbeonline.com/plan-room-services/> or call 707-542-9502

The BHA reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the BHA awards the Contract, the security of unsuccessful Bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no Bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

Ad Dates:

- April 18th, 2024
- April 25th, 2024

Julie Peterson, CEO, Benicia Housing Authority

INSTRUCTIONS TO BIDDERS

The bidder must file its bid with the BHA using the copy of the Bidder's Proposal and Schedule of Bid Prices furnished with the specifications. These documents must be placed in a sealed envelope marked,

Benicia Housing Authority

Two-Unit Fire Replacement

and addressed to the BHA. Said sealed bids shall be dropped off in the front office at **28 Riverhill Dr., Benicia, California 94510 before 2:00 PM on May 15, 2024**. The bidder must not file the book of Special Provisions or the Contract Drawings with his bid.

The bidder's attention is directed to the schedule of bid prices that requires this project be bid on as a lump sum Contract.

Bid Forms. Each proposal and all bid submittals must conform and be responsive to the Invitation, the Plans, Specifications and Contract documents.

The wording of the proposal and bid submittals must not be changed. Any additions, conditions, limitations, or provisions inserted by the bidder will render the proposal irregular and may cause its rejection. Erasures or interlineations in the proposal or other submittals must be explained or noted on the signature of the bidder.

In case of discrepancy between a unit price and the total price set forth for the unit price item, the unit price shall prevail. Discrepancies between the indicated sum of any column of numerals and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the words.

Prices. All proposals must give the prices proposed, both in writing and in figures in the respective spaces provided, and must be signed by the bidder, who must fill out all blanks in the proposal form as therein required.

Rejection of Bids. Proposals may be rejected if they show any alterations of form, additions not called for, conditional proposals, incomplete proposals, erasures, or irregularities of any kind, excepting that erasures or delineations in the proposal will be accepted as provided under "Bid Forms" above.

When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign Contracts on its behalf or a member of a co-partnership, a Power of Attorney must be on file with the BHA prior to opening proposals or must be submitted with the proposal; otherwise, the proposal may be rejected as irregular and unauthorized.

Bid Security. All proposals must be presented under sealed cover and accompanied by one of the following forms of bidder's security: Cashier's check, certified check, or a bidder's bond in form provided herein, executed by an admitted Surety insurer authorized to transact business in this State, made payable to the BHA. Said bidder's bond submitted must be the BHA's bid bond. The security must be in an amount equal to at least 10 percent of the proposal amount. A proposal must not be considered unless one of the forms of bidder's security is enclosed with it. A bidder's bond will not be accepted unless it has been properly filled out and executed by the Surety and by the bidder.

Withdrawal of Bid. Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of proposals only by written request for the withdrawal of bid filed with the BHA. The request must be executed by the bidder or its duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. This article does not authorize the withdrawal of any

bid after the time fixed in the public notice for the opening of bids.

Means of Submittal. Proposals must be submitted in person, by my mail or delivery; proposals failing to reach the office of the BHA prior to the date and time set for receipt of same will not be considered.

Opening. Bids will be opened and read at the time and place indicated in the Invitation for Sealed Bids. Bidders and the public are invited to be present.

Multiple Proposals. More than one proposal from an individual, a firm or partnership, a corporation, or an association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in future proposals. Proposals in which the prices obviously are unbalanced may be rejected.

License Requirement. No proposal will be accepted from a Contractor who is not licensed in accordance with law under the provisions of Division III, Chapter 9, of the Business and Professions Code of the State of California, or from a Contractor that has been deemed irresponsible or unresponsive by the BHA Board.

Subcontractors. Subcontractors listed by the bidder in accordance with the Special Provisions included herein must be properly licensed under the laws of the State of California for the type of work which they are to perform.

All bidders are hereby notified that they will be required to comply strictly with the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California.

Each bidder must file with its proposal the name and location of place of business, Contractor's license number and Department of Industrial Relations registration number, of each Subcontractor who will perform a portion of the Contract work in an amount in excess of one-half of one percent, or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the total bid or \$10,000. In each such instance, the nature and extent of the work to be sublet must be described.

The General Contractor to whom the Contract is awarded will not be permitted, without the written consent of the BHA, to substitute any person as Subcontractor in place of the Subcontractor designated in the original proposal, or to permit any Subcontract to be assigned or transferred, or to allow it to be performed by anyone other than the original Subcontractor. The BHA may consent to the substitution of another person as Subcontractor if the original Subcontractor, after having reasonable opportunity so to do, fails or refuses to execute the written Contract presented to it by the General Contractor, when said written Contract is based upon the conditions of the general Contract and complies with the Subcontractor's written proposal.

The failure of the Contractor to specify a Subcontractor for any portion of the Contract work more than one-half of one percent of the total Contract price, must be deemed to indicate that the Contractor intends to perform such portion itself. The subletting or subcontracting of work for which no Subcontractor was designated in the original proposal and which is in excess of one-half of one percent of the total Contract price will be allowed only with the written consent of the BHA and then only in cases of public emergency or necessity as determined by said BHA. Under such circumstances, the BHA is required to establish the facts constituting the emergency or necessity and reduce its findings to a written public record.

Violations of the provisions of these specified sections of the Code must be deemed to be a violation of the Contract, and the BHA, because of any such violations, must have the right to cancel the Contract. The Contractor, after any such violations, must be penalized to the extent of 20 percent of the amount of the Subcontract involved.

Material. The bidder may be required to furnish, as part of the submittal process, a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of the work,

together with samples. Such samples may be subjected to the tests provided for in these specifications or in the Special Provisions to determine their quality and fitness for the work.

Additional Requirements. The bidder's attention is directed to Section 3 of the General Provisions for additional proposal requirements and conditions, and information regarding award and execution of the Contract. Contractors submitting a bid to the BHA, a public entity, must state, under penalty of perjury, the Contractor's license number and the license's expiration date. This information must be entered in the Schedule of Bid Prices. No Contractor or subcontractor may be awarded a Contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Explanations and Addenda. Any explanation desired by the bidders regarding the meaning or interpretation of the drawings and specifications must be requested in writing and in sufficient time to allow for a written reply to reach them and all other potential bidders before the date and time for submission of bids. Oral explanation or instructions given before award of the Contract will not be binding. Any interpretations made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and its receipt by the bidder must be acknowledged. Any explanation that makes a material change, addition, or deletion to the terms of the Invitation for Sealed Bids shall be issued no less than 72 hours before the date and time for submission of bids. If an explanation making a material change, addition, or deletion must be issued less than 72 hours before the scheduled date and time for submission of bids, the date and time for submission shall be extended so that a full 72 hours is provided for analysis of the change, addition, or deletion.

Quantity of Work. The quantity of work for the unit price items to be done under the Contract as noted in the Bid Schedule is but an estimate and is not to be taken as an expressed or implied statement that the actual quantity of work will correspond to the estimate. The right is reserved to increase or decrease, or to entirely eliminate items from the work if found desirable or expedient. The Contractor will be allowed no claims for anticipated profits, loss of profits, or for any damages of any sort because of any difference between the estimated and the actual quantities of work done.

The quantities given in the schedule, for unit price items, are for comparing proposals and may vary from the actual final quantities. Some quantities may be increased, and others may be decreased or entirely eliminated, and no claim must be made against the BHA for damage occasioned thereby or for loss of anticipated profits, the Contractor being entitled only to compensation for the actual work done at the unit prices proposal.

The BHA reserves and must have the right to increase or decrease the quantities of work to be performed under a scheduled unit item or to entirely omit the performance thereof and upon decision of the BHA to so do, the BHA Engineer will direct the Contractor to proceed with the said work as so modified. If an increase in the quantity of work so ordered should result in delay to the work, the Contractor will be given an equivalent extension of time.

All estimates and all measurements used in determining the quantities of unit price items of work done, the percentage of completion of lump sum items of work, and the quantity of materials furnished under the Contract at various times during the progress of the work must be the Engineer's estimates and measurements.

The planimeter must be considered an instrument of precision adapted to the measurements of all areas.

Insurance. The bidder's attention is drawn to Special Provisions, Location and Description of Work, and Special Provisions, Minimum Limits of Insurance.

Inspection of Site. The bidder must carefully examine the site of the work contemplated and the proposal, plans, specifications, and the Contract form therefor. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications, the special

provisions, and the Contract.

Where investigation of subsurface conditions has been made by the BHA in respect to foundation or other design, bidders may inspect the records of the BHA as to such investigation, including examination of samples, if available. When the Plans include a log of test borings showing a record of the data obtained by the BHA's investigation of subsurface conditions, said log represents only the opinion of the BHA as to the character of material encountered by it in its test borings and is only included for the convenience of bidders.

Investigations of subsurface conditions are made for the purpose of design. The BHA assumes no responsibility whatever in respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations, or of the interpretation thereof, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unlooked for developments may not occur.

Making such information available to the bidders is not to be construed in any way as a waiver of the provisions of the first paragraph of this article and bidders must satisfy themselves through their own investigations as to conditions to be encountered.

No information derived from such inspection of the records of preliminary investigations made by the BHA or from the maps, plans, specifications, profiles or drawings will in any way relieve the Contractor from any risk from properly fulfilling all the terms of the Contract.

Records of such preliminary investigations as may have been made by the BHA may be inspected at the office of the Engineer.

Pre-construction Meeting. At the pre-construction meeting, the successful bidder must submit a CPM progress schedule which will show the time he/she proposes to occupy in prosecuting the various major divisions of work and his/her proposed sequence of operations. The CPM progress schedule must be subject to the approval of the BHA Engineer.

Adjustment of Schedule. If at any time the construction schedule is inadequate to secure completion of the work within the time specified, and the work is being prosecuted inadequately or improperly, the Engineer must have the right to require the Contractor to submit a revised progress schedule, providing for proper and timely completion of the work.

The Contractor must not be entitled to additional compensation on account of revisions required by the BHA.

BIDDER'S PROPOSAL

BENICIA HOUSING AUTHORITY
TWO-UNIT FIRE REPLACEMENT

To: Benicia Housing Authority (BHA)

The undersigned hereby declares:

- (a) That the only persons or parties interested in this proposal as principals are the following:

(If the bidder is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name under which the co-partnership does business, and the names and addresses of all co-partners. If an individual, state the name under which the Contract is to be drawn.)

- (b) That this proposal is made without collusion with any other person, firm, or corporation.
- (c) That the Bidder has carefully examined the locations of the proposed work and has familiarized itself with all of the physical and climatic conditions, and makes this bid solely upon its own knowledge.
- (d) That it has carefully examined the drawings and specifications and makes this proposal in accordance therewith.
- (e) That, if this bid is accepted, Bidder agrees to enter into an agreement with BHA in the form included in the Contract Documents to complete all work as specified in the Contract for the Contract price and within the Contract time indicated in this bid and in accordance with the Contract Documents.
- (f) That this bid will remain open and not be withdrawn for the period specified in the Instructions to Bidders.
- (g) That the Bidder has read the insurance requirements in Section 2.03, Insurance in the Special Provisions section of this bid document.
- (h) That the Bidder has conferred with its insurance carriers or brokers to determine in advance of the bid submission the availability of insurance certificates and endorsements as prescribed and provided herein.
- (i) That if the bid is accepted, the Bidder will enter into a written Contract and within fifteen (15) calendar days furnish the required proof of insurance including certificates and endorsements.
- (j) That failure to comply strictly with the insurance requirements may result in forfeiture of the bid security and withdrawal of the bid proposal.
- (k) That the Bidder is properly licensed in accordance with California Business and Professions Code section 7000 et seq. Bidder acknowledges that if the bidder is not properly licensed at the time the bid is awarded or as otherwise required by law, the bid will be considered non-responsive and will be rejected.
- (l) That the Bidder and any subcontractor relied on by them will keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or subcontractor in connection with

the public work, as more fully set forth in the Contract. All Contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

- (m) That in compliance with the Subletting and Subcontracting Fair Practices Act, California Public Contracts Code section 4100 et seq., the Bidder has listed on the attached "List of Subcontractors" each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or will specifically fabricate and install a portion of the work in an amount in excess of one half of one percent (0.5%) of the total bid sum or in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the total bid or \$10,000, whichever is greater, and that no subcontractors may be used other than those specified without written approval of the BHA Engineer.

Accompanying this proposal is a certified or cashier's check, or bidder's bond payable to the order of the BHA in the sum of _____ Dollars (\$_____). Said bidder's bond submitted is the BHA's bid bond form. Said bidder's bond has been duly executed by the undersigned bidder and by a financially sound Surety company admitted in the State of California.

It is understood and agreed that should the bidder fail within fifteen (15) calendar days after the date of mailing written notice to the successful bidder that the Contract has been awarded, to enter into the Contract and furnish acceptable Surety bonds and insurance on forms included herein, then the proceeds of said check, or bidder's bond, must become the property of the BHA. But if the Contract is entered into and said bonds are furnished or if the bid is not accepted, then said check must be returned to the undersigned or the bidder will be released from the bidder's bond.

Address of Bidder

Telephone Number of Bidder

City, State, Zip

Signature of Bidder

SCHEDULE OF BID PRICES

In accordance with the plans and specifications therefor approved by the BHA, the undersigned bidder is herewith submitting the following bid prices for the performance of the entire proposed work as described in these specifications and attached drawings. **The Contract award will be based upon the Base Bid. The Bid Alternates may or may not be approved, based on the available budget.**

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	Two-Unit Fire Replacement				
	TOTAL				

Total Amount of **Base Bid** (written in words) is: _____

_____ Dollars and _____ - Cents.

Any discrepancy between words and figures shall be resolved as provided in the Instructions to Bidders.

\$ _____
(Figures)

Address of Bidder

Signature of Bidder

City, State, Zip

Name of Bidder (Print)

Telephone Number of Bidder

FAX Number of Bidder

Contractor's License Number

License's Expiration Date

Contractor's DIR Number

Contractor's email address

ADDENDUM ACKNOWLEDGEMENT

ADDENDUM #1 Date _____ Signature acknowledging receipt: _____

ADDENDUM #2 Date _____ Signature acknowledging receipt: _____

ADDENDUM #3 Date _____ Signature acknowledging receipt: _____

CONTRACTOR'S LICENSE DECLARATION
(Business and Professions Code Section 7028.15)

The undersigned declares that he or she is _____ of _____ (party making foregoing bid) (hereinafter the "Bidder")

1. Bidder's Contractor's License Number is as follows: _____.
2. The expiration date of Bidder's Contractor's License is _____, 20____.
3. Bidder acknowledges that pursuant to Section 7028.15(a) of the Business and Professions Code it is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a Contractor within this state without having a license therefor, except as provided therein.

The undersigned declares, under penalty of perjury, that the representations made by the undersigned in this bid proposal are true and correct.

Executed on _____, 20 ____, at _____ (insert city and state where Declaration signed).

Signature

Typed Name

Title

Name of Bidder

LIST OF SUBCONTRACTORS

In accordance with the provisions of Sections 4102 to 4108, inclusive, of the Public Contract Code of the State of California, each bidder must list below the name and location of place of business, Contractor's license number and Department of Industrial Relations registration number of each subcontractor who will perform a portion of the Contract work in an amount in excess of one-half of one percent of the total Contract price. In each such instance, the nature and extent of the work to be sublet must be described.

Subcontractor name, and California Contractor's License Number and DIR Registration Number	Location of Place of Business	Description of Work to be Performed (also show bid Schedule Item No.)	Percentage of total contract work to be performed
Name:			
CLN:			
DIR:			
Name:			
CLN:			
DIR:			
Name:			
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Name:			
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[Add additional sheets if necessary]

**Note, the Subletting and Subcontracting Fair Practices Act also requires inclusion of any subcontractor who specially fabricates and installs a portion of the work according to detailed drawings.

BID BOND

Bond No. _____

WHEREAS, _____ ("Principal") intends to submit a bid to the BHA ("BHA") for the above-referenced Project, and the terms of the bid require the Principal to submit bidder's security.

NOW, THEREFORE, Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bond unto BHA in the sum of _____ dollars (\$_____) lawful money of the United States of America, such sum being not less than ten percent (10%) of the bid amount for the payment of which sum to be made, the Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal submits a bid for the above-referenced Project, the terms and conditions of which are incorporated herein by reference, and if said bid is rejected by the BHA, or if said bid is accepted by the BHA and the Bidder properly executes and submits to the BHA the Agreement and all required documents (including the Performance bond, the Payment Bond, and the proof of insurance), then this obligation must be null and void; otherwise it must be and remain in full force and effect.

The Surety hereby agrees, for value received, that its obligations under this bond must in no way be impaired or modified by an agreement between the BHA and the Principal to extend the time within which the BHA may accept the Principal's bid, and the Surety hereby waives notice of any such extension.

In the event suit is brought upon this bond, the Surety must pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit, which fees and costs must be in addition to the face amount of the bond.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles and signatures.

Principal: _____
(Name of Firm)

Surety: _____
(Name of Firm)

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Address for Notices to Surety:

Note: Notary acknowledgment for Surety and Surety's Power of Attorney must be attached.

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Firm (print or type)

Signature

DECLARATION OF ELIGIBILITY TO CONTRACT

The undersigned, a duly authorized representative of the bidder, certifies and declares that:

1. The bidder is aware of California Labor Code sections 1771.1 and 1777.7, which prohibit a Contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The bidder is not prohibited from bidding on, being awarded, or performing work as a contractor or subcontractor on a public works project under Labor Code sections 1771.1 and 1777.7, or any other provision of law.
3. The bidder is aware of California Public Contract Code section 6109, which states:
 - "(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a Contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a Contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
 - (b) Any Contract on a public works project entered into between a Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works Contract, and any public money that may have been paid to a debarred subcontractor by a Contractor on the project will be returned to the awarding body. The contractor is responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project."
4. The bidder has investigated the eligibility of each and every subcontractor that bidder intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of Public Contract Code section 6109, Labor Code sections 1771.1 and 1777.7, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20____, at _____, California.

Signature and Title of Authorized Official

C O N T R A C T

This Agreement (Agreement or Contract), made and entered into this __ day of __, 20__, by and between _____, hereinafter called "Contractor", and the Benicia Housing Authority, hereinafter called "BHA".

WHEREAS, the Board of said BHA has awarded a Contract to Contractor for performing the work hereinafter mentioned in accordance with the sealed proposal of said Contractor.

NOW, THEREFORE, IT IS AGREED, as follows:

1. Scope of Work: The Contractor must perform all the work and furnish all the labor, materials, equipment and all utility and transportation services required to complete all of the work of construction and installation of the improvements more particularly described in the Resolution adopted by the BHA Board of said BHA on _____, _____, the items and quantities of which are more particularly set forth in the Contractor's bid therefor on file in the office of the BHA, except work to be performed by subcontractors as set forth in the Contractor's bid and for which the Contractor retains responsibility.

2. Time of Performance and Liquidated Damages: The Contractor must begin work within fifteen (15) calendar days after official notice by the BHA Engineer to proceed with the work and must diligently prosecute the same to completion within one hundred twenty (120) calendar days of that Notice. The Contractor acknowledges and agrees that time is of the essence with respect to Contractor's work and that Contractor shall diligently pursue performance of the work.

In the event the Contractor does not complete the work within the time limit so specified or within such further time as said BHA Board must have authorized, the Contractor must pay to the BHA liquidated damages in the amount of three thousand, two hundred (\$200) per day for each and every day's delay in finishing the work beyond the completion date so specified. Additional provisions with regard to said time of completion and liquidated damages are set forth in the specifications, which provisions are hereby referred to and incorporated herein by reference.

3. Payments: Payments will be made by BHA to the Contractor for said work performed at the times and in the manner provided in the specifications and at the unit prices stated in Contractor's bid.

The award of the Contract is for a total amount of \$_____.

4. Component Parts and Interpretation: This Contract must consist of the following documents, each of which is on file in the office of the BHA and all of which are incorporated herein and made a part hereof by reference thereto:

- a) This Agreement
- b) Notice Inviting Sealed Proposals
- c) Instruction and Information to Bidders
- d) Accepted Proposal, with all attachments and certifications.
- e) Performance Bond
- f) Payment Bond
- g) Special Provisions
- h) Standard Specifications Technical specifications
- i) Design Standards
- j) Plans, Profiles and Detailed Drawings

In the event of conflict between these documents, the following order of precedence will govern: this Contract; change orders; supplemental agreements and approved revisions to plans and specifications; special conditions; standard specifications; detail plans; general plans; standard plans; reference specifications. In the absence of a controlling or contrary provision in the foregoing, the *Standard Specifications* (2010 edition) of the California Department of Transportation shall apply to this project.

5. Independent Contractor. Contractor is and will at all times remain as to BHA a wholly independent contractor. Neither BHA nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of BHA.

6. Prevailing Wages: Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract will be on file in, and available at, the office of the Director at 601 Carmen Drive, Camarillo, California 93010.

Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.)

Contractor, and any subcontractor engaged by Contractor, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the Contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor may forfeit as a penalty to BHA up to \$200.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that Contractors and subcontractors must submit Contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that Contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice Contracts, may be employed on public works in apprenticeable occupations.

With each application for payment, Contractor shall also deliver certified payrolls to Owner as set forth above in these General Conditions, and concurrently therewith (but in no event less frequently than monthly) directly to the Labor Commissioner in the format prescribed by the Labor Commissioner.

If federal funds are used to pay for the Work, Contractor and any subcontractor agree to comply, as applicable, with the labor and reporting requirements of the Davis-Bacon Act (40 USC § 276a-7), the Copeland Act (40 USC § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC § 327 and following).

7. Hours of Labor: Contractor acknowledges that under California Labor Code sections 1810 and following, eight hours of labor constitutes a legal day's work. Contractor will forfeit as a penalty to BHA the sum of \$25.00 for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810.

8. Apprentices: Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him.

Section 1777.5, as amended, requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. The ratio of apprentices to journeymen in such cases must not be less than one to five except:

- A. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
- B. When the number of apprentices in training in that area exceeds a ratio of one to five, or
- C. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- D. When the assignment of an apprentice to any work performed under a public works Contract would create a condition which would jeopardize his life or the life, safety, or property of fellow employees or the public at large, or if the specified task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman, or
- E. When the Contractor provides evidence that he employs registered apprentices on all of his Contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship program if he employs registered apprentices or journeymen in any apprenticeable trade on such Contracts and if other Contractors on the public works site are making such contributions.

The Contractor and any Subcontractor under him must comply with the requirements of Section 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices. .

9. Labor Discrimination: Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"A Contractor must not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those

bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every Contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter. "

10. Workmen's Compensation Insurance: In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the Contractor is required to secure the payment of compensation to his employees and must for that purpose obtain and keep in effect adequate Workmen's Compensation Insurance.

The undersigned Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code and will comply with such provisions before commencing the performance of the work of this Contract.

11. Indemnity and Insurance: To the fullest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor must indemnify, hold harmless, release and defend BHA, its officers, elected officials, employees, agents, volunteers, and consultants from and against any and all actions, claims, demands, damages, disability, losses, expenses including, but not limited to, attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including Contractor, in whole or in part, arising out of Contractor's activities hereunder, including the activities of other persons employed or utilized by Contractor including subcontractors hired by the Contractor in the performance of this Agreement excepting liabilities due to the sole negligence, intentional misconduct or active negligence of the BHA. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Contractor under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Contractor and must continue to bind the parties after termination/completion of this Agreement.

Contractor shall procure and maintain throughout the time for performance of the work under this Contract the insurance required by the Special Provisions. The requirement that Contractor procure and maintain insurance shall in no way be construed to limit the Contractor's duty to indemnify BHA as provided in the paragraph above.

Failure of BHA to monitor compliance with these requirements imposes no additional obligations on BHA and will in no way act as a waiver of any rights hereunder.

12. BHA Right of Termination and Right to Complete the Work. The BHA may terminate the Contract when conditions encountered during the work make it impossible or impracticable to proceed, or when the BHA is prevented from proceeding with the Contract by act of God, by law, or by official action of a public authority. In addition, the occurrence of any of the following is a default by Contractor under this Contract:

- A. Contractor refuses or fails to prosecute the Work or any part thereof with such diligence as will insure its completion within the time specified or any permitted extension.
- B. Contractor fails to complete the Work on time.
- C. Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.
- D. Contractor fails to supply enough properly skilled workers or proper materials to complete the Work in the time specified.
- E. Contractor fails to make prompt payment to any subcontractor or for material or labor.

- F. Contractor fails to abide by any applicable laws, ordinances, or instructions of BHA in performing the Work.
- G. Contractor breaches or fails to perform any obligation or duty under the Contract.

Upon the occurrence of a default by Contractor, the Director will serve a written notice of default on Contractor specifying the nature of the default and the steps needed to correct the default. Unless Contractor cures the default within 10 days after the service of such notice, or satisfactory arrangements acceptable to BHA for the correction or elimination of such default are made, as determined by BHA, BHA may thereafter terminate this Contract by serving written notice on Contractor. In such case, Contractor will not be entitled to receive any further payment, except for Work actually completed prior to such termination in accordance with the provisions of the Contract Documents.

In the event of any such termination, BHA will also immediately serve written notice of the termination upon Contractor's Surety. The Surety will have the right to take over and perform pursuant to this Contract; provided, however, that if the Surety does not give BHA written notice of its intention to take over and perform this Contract within five days after service of the notice of termination or does not commence performance within 10 days from the date of such notice, BHA may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor. Contractor and the Surety will be liable to BHA for any and all excess costs or other damages incurred by BHA in completing the Work.

If BHA takes over the Work as provided in this Section, BHA may, without liability for so doing, take possession of, and utilize in completing the Work, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary for the completion of the Work.

13. Substitution of Securities for Withheld Amounts: Pursuant to California Public Contracts Code Section 22300, securities may be substituted for any monies withheld by a public agency to ensure performance under a contract. At the request and sole expense of the Contractor, securities equivalent to the amount withheld must be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who must pay such moneys to the Contractor upon satisfactory completion of the contract.

Securities eligible for substitution under this section must include those listed in the California Public Contracts Code Section 22300 or bank or savings and loan certificates of deposit. The Contractor must be the beneficial owner of any securities substituted for moneys withheld and must receive any interest thereon.

Alternatively, the Contractor may request, and the BHA shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in Section 22300 for securities deposited by the Contractor. Upon satisfactory completion of the Contract, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the BHA, pursuant to the terms of this section.

Any escrow agreement entered into pursuant to this section must contain as a minimum the following provisions:

- a. The amount of securities to be deposited;
- b. The terms and conditions of conversion to cash in case of the default of the Contractor; and
- c. The termination of the escrow upon completion of the Contract.

14. General Provisions

A. Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.

B. Assignment. Contractor may not assign this Contract without the prior written consent of BHA, which consent may be withheld in BHA's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.

C. Binding Effect. This Agreement is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.

D. Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and BHA prior to the execution of this Contract.

E. Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the BHA as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

F. Counterparts, Facsimile or other Electronic Signatures. This Contract may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. Amendments to this Contract will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

G. Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by BHA of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.

H. Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

I. Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.

J. Venue. In the event of litigation between the parties, venue in state trial courts will be in the County of Sonoma. In the event of litigation in a U.S. BHA Court, venue will be in the Northern BHA of California.

IN WITNESS WHEREOF, BHA and the Contractor have executed the Agreement as of the first day written above.

Benicia Housing Authority, a public
body corporate and politic

Contractor

By: _____

Name, Title Date

Per Resolution No. <<RESO #>> adopted by the BHA Board

Name: _____ Date

Title: _____

ATTEST:

APPROVED AS TO FORM:

INSURANCE

Bidder's attention is directed to the following insurance forms and to Section 2.03 of the Special Provisions, located on Pages 2-1 through 2-6 in the Special Provisions section. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. Failure to comply strictly with the insurance requirements may result in forfeiture of the bid security and withdrawal of the bid proposal.

CERTIFICATE OF INSURANCE

ISSUE DATE MM/DD/YY

Benicia Housing Authority (the "BHA")

PRODUCER	THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">COMPANIES</td> <td style="text-align: center;">BEST'S RATING</td> </tr> <tr> <td>COMPANY LETTER A _____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER B _____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER C _____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER D _____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER E _____</td> <td>_____</td> </tr> </table>	COMPANIES	BEST'S RATING	COMPANY LETTER A _____	_____	COMPANY LETTER B _____	_____	COMPANY LETTER C _____	_____	COMPANY LETTER D _____	_____	COMPANY LETTER E _____	_____
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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	D WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>STATUTORY</td><td style="text-align: right;">\$</td></tr> <tr><td>EACH ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>DISEASE-POLICY LIMIT</td><td style="text-align: right;">\$</td></tr> <tr><td>DISEASE-EACH EMPLOYEE</td><td style="text-align: right;">\$</td></tr> </table>	STATUTORY	\$	EACH ACCIDENT	\$	DISEASE-POLICY LIMIT	\$	DISEASE-EACH EMPLOYEE	\$				
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AMOUNT OF INSURANCE	\$																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

THE FOLLOWING PROVISIONS APPLY:

1. None of the above-described policies will be canceled until after 30 days' written notice has been given to the BHA at the address indicated below.
2. BHA, its officers, elected officials, employees, agents and volunteers are added as insureds on all liability insurance policies listed above.
3. It is agreed that any insurance or self-insurance maintained by the BHA will apply in excess of and not contribute with, the insurance described above.
4. The BHA is named a loss payee on the property insurance policies described above, if any.
5. All rights of subrogation under the property insurance policy listed above have been waived against the BHA.
6. The workers' compensation insurer named above, if any, agrees to waive all rights to subrogation against the BHA for injuries to employees of the insured resulting from work for the BHA or use of the BHA's premises or facilities.
7. Attached hereto are copies of the applicable policy pages or endorsements regarding notice of cancellation, additional insured and waiver of subrogation matters.

CERTIFICATE HOLDER/ADDITIONAL INSURED Benicia Housing Authority 28 Riverhill Dr Benicia, California 94510	AUTHORIZED REPRESENTATIVE SIGNATURE _____ TITLE _____ PHONE NO. _____
--	---

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Organization:

The BHA, its officers, elected officials, employees, commissioners, agents and volunteers are named as additional insured.

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of "your work" performed for that insured.

Modifications to ISO for CG 20 10 11 85

1. The insured scheduled above includes the insured's elected or appointed officers, officials, employees, agents and volunteers.
2. This insurance must be primary as respects the insured shown in the schedule above, or if excess, must stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above must be in excess of this insurance and must not be called upon to contribute with it.
3. The insurance afforded by this policy must not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Entity.
4. Coverage must not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insurance would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Signature-Authorized Representative

Address

SUBMIT IN DUPLICATE

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR BHA (the "BHA")**

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone _____

POLICY INFORMATION:

Insurance Company:
Policy No.: _____
Policy Period: (from) _____ (to) _____
LOSS ADJUSTMENT EXPENSE Included in Limits
 In Addition to Limits

Deductible Self-Insured Retention (check which) of \$ _____

NAMED INSURED

APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the BHA unless checked here in which case only the following specific agreements and permits with the BHA are covered: BHA AGREEMENTS/PERMITS

TYPE OF INSURANCE

- COMMERCIAL AUTO POLICY
 BUSINESS AUTO POLICY
 OTHER _____

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding an inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **INSURED.** BHA, its officers, elected officials, employees, agents and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, or for which the Named Insured is responsible.
2. **CONTRIBUTION NOT REQUIRED.** As respects work performed by the Named Insured for or on behalf of the BHA, the insurance afforded by this policy must: (a) be primary insurance as respects the BHA, its officers, officials, employees, agents or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the BHA, its officers, officials, employees and volunteers must be excess of the Named Insured's insurance and not contribute with it.
3. **CANCELLATION NOTICE.** With respect to the interests of the BHA, this insurance must not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the BHA.
4. **SCOPE OF COVERAGE.** This policy affords coverage at least as broad as:
 - (1) If primary, Insurance Services Office form number CA0001 (Ed. 1/87), Code 1 ("any auto"); or
 - (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).

Except as stated above nothing herein must be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

BHA

**Benicia Housing
Authority**

**28 Riverhill Dr, Benicia,
California 94510**

AUTHORIZED Broker/Agent Underwriter _____
REPRESENTATIVE

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: () _____ Date signed: _____

REV. 11/08

SUBMIT IN DUPLICATE

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY
SPECIAL ENDORSEMENT
FOR BHA (the "BHA")**

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

(to)

Telephone

OTHER PROVISIONS

NAMED INSURED

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

EMPLOYERS LIABILITY LIMITS

\$ _____ (Each Accident)

\$ _____ (Disease - Policy Limit)

\$ _____ (Disease - Each Employee)

In consideration of the premium charged and notwithstanding an inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE. This insurance must not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the BHA.
2. WAIVER OF SUBROGATION. This insurance Company agrees to waive all rights of subrogation against the BHA, its officers, officials, employees, agents and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the BHA.

Except as stated above nothing herein must be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

BHA

**Benicia Housing
Authority**

**28 Riverhill Dr, Benicia, California
94510**

AUTHORIZED Broker/Agent Underwriter _____
REPRESENTATIVE

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: () _____ Date signed: _____

REV. 11/08

PART 2 – SPECIAL PROVISIONS

SPECIAL PROVISIONS

2.01 PROJECT OWNER

The Project Owner is the Benicia Housing Authority (BHA), California. Wherever in these or the Standard Specifications the word "Owner" appears, it must be interpreted to mean the BHA.

2.02 LOCATION AND DESCRIPTION OF WORK

Location of work is within the City of Benicia, at 1631 & 1629 Bayview Circle, Benicia, California 94510.

The work generally consists of, but not limited to, replacement of two housing units as shown on the plans and specified in these Special Provisions.

2.03 INSURANCE

INSURANCE REQUIREMENTS FOR CONTRACTORS

The following parties or entities must be listed as additional insured by endorsement:

- A. The BHA, its officers, elected officials, employees, agents and volunteers

BIDDER'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Contractors must procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the contractor's agents, representatives, employees or subcontractors. The coverage of the above-named parties as additional insureds shall be "primary and non-contributory" and must state that it will not seek contribution from the BHA's insurance or self-insurance. The cost of Contractor's insurance must be included in the Contractor's bid. The Notice to Proceed with the Work will not be issued, and the Contractor must not commence work, until such insurance has been approved by the BHA. Such insurance must remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof. In addition, the Commercial General Liability Insurance must be maintained for a minimum of three (3) years after final completion and acceptance of the Work. It must be the Contractor's responsibility to ensure that proof of insurance is sent to the BHA during this time. The Notice to Proceed does not relieve the Contractor of the duty to obtain such insurance as required herein.

A. Minimum Scope of Insurance

Coverage must be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or the exact equivalent. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employee(s) will use personal autos in any way on this project, Contractor must provide evidence of personal auto liability coverage for each such person.
3. Workers' Compensation and Employers Liability: Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability insurance, with minimum limits of One Million Dollars (\$1,000,000) per occurrence.

B. Minimum Limits of Insurance

Contractor must maintain limits no less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage and \$2,000,000 general aggregate. It is permissible to use excess/umbrella coverage to meet limit requirements provided the umbrella policies are appropriately endorsed and meet all other requirements. Additionally, a letter clearly identifying the primary policy or policies to which the excess umbrella coverage applies must be submitted attesting to the following: *"Umbrella or excess liability policies must provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage must be "pay on behalf", with defense costs payable in addition to policy limits. There must be no cross liability exclusion of claims or suits by one insured against another, and such coverage must also apply on a primary and non-contributory basis for the benefit of the BHA before the BHA's own insurance or self-insurance shall be called upon to protect it as a named insured."*
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation providing statutory benefits as required by the Labor Code of the State of California with employers liability insurance, with minimum limits of \$1,000,000 per accident or disease.

Contractor agrees that any available insurance proceeds broader than or in excess of these specified minimum coverage requirements or the limits in subsection (A) shall be available to the additional insureds named above. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified herein; or (2) such broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured for the work performed; whichever is greater.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the BHA. At the option of the BHA, either: the insurer must reduce or eliminate such deductibles or self-insured retentions as respects the BHA, its officers, elected officials, employees, agents, and volunteers; or the Contractor must procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The BHA, its officers, elected officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage must contain no special limitations on the scope of protection afforded to the BHA, its officers, elected officials, employees, agents or volunteers.
- b. The Contractor's insurance coverage must be primary insurance as respects the BHA, its officers, elected officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the BHA, its officers, elected officials, employees, agents or volunteers must be in excess of Contractor's insurance and must not contribute with it.
- c. Any failure to comply with reporting provisions of the policies must not affect coverage provided to the BHA, its officers, elected officials, employees, agents or volunteers.
- d. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer must agree to waive all rights of subrogation against the BHA, its officers, elected officials, employees, agents and volunteers for losses arising from work performed by Contractor for the BHA.

3. All Coverages

- a. Each insurance policy required by this clause must be endorsed to state that coverage must not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the BHA.
- b. **Coverage must not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.**

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII or as approved by the BHA.

F. Verification of Coverage

Contractor must furnish the BHA with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the BHA. Where by statute, the BHA's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the BHA before work commences. The BHA reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors

Contractor must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to all of the requirements stated herein.

2.04 BONDS

In accordance with Section 3.4 of the Standard Specifications, the Contractor must provide the following bonds:

Payment Bond equal to 100% of the Contract Bid Price, and Performance Bond equal to 100% of the Contract Bid Price on BHA's forms. Both bonds must, by its term, remain in full force and effect for a period of one (1) year after the completion and acceptance of said work to guarantee the replacing or making acceptable of any defective materials or faulty workmanship.

The Contractor may elect to post a maintenance bond equal to 100% of the contract bid price, which will run for one year after completion and acceptance of said work to guarantee replacing or making acceptable any defective materials or faulty workmanship prior to the acceptance of said work.

2.05 LIQUIDATED DAMAGES

In accordance with Section 8.6 of the Standard specifications, Liquidated Damages shall be agreed to amount to \$200.00 per calendar day.

2.06 WITHDRAWALS OF PROPOSALS

The BHA reserves the right to reject any and all bids and to waive any informality or irregularity in the bids received.

No bidder may withdraw his/her bid for a period of ninety (90) days from the opening thereof.

2.07 DRAWINGS AND SPECIFICATIONS

The drawings showing location and character of work are entitled BHA, "BHA Fire Replacement."

In addition, the technical provisions of the Standard Plans and Standard Specifications, State of California, Department of Transportation, Business and Transportation Agency, most current edition, and to revisions thereof are included by reference as a part of these specifications insofar as they refer to materials and methods of work where applicable. Wherever in the SPECIAL PROVISIONS reference is made to Caltrans STANDARD SPECIFICATIONS or Caltrans STANDARD PLANS, it is these specifications or plans referred to.

2.08 COOPERATION AND COLLATERAL WORKS

The Contractor must conform to the provisions of Section 7.26, "Cooperation and Collateral Works," of the STANDARD SPECIFICATIONS.

The Contractor must ascertain the nature and extent of any simultaneous collateral work and must coordinate his operations and cooperate to minimize interference.

2.09 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor must conform to the provisions of Section 7.15, "Preservation of Property," of the STANDARD SPECIFICATIONS.

Without additional compensation, the Contractor may remove and replace, in a condition as good as or better than original, such small miscellaneous structures as fences and sign posts, that interfere with the Contractor's operations.

All costs to the Contractor for protecting, removing, modifying, relocating and restoring existing improvements must be considered as included in the contract prices paid for the various items of work, and no additional allowance will be made therefor.

2.10 PERMITS AND LICENSES

The BHA will obtain a City of Benicia permit for Fire Station Number One, and County of Sonoma permit for Fire Station Number Three for this work.

The Contractor must have a valid California contractor's license, a Class B General Building license. The Contractor and all subcontractors will be required to obtain a City and County Business licenses.

2.11 DEBRIS HAULERS

When the Contractor utilizes a staging area or storage yard that is fenced and screened, final cleanup of the staging area and storage yard will be completed before the fence and screen are removed, except for spot cleanup or trimming that may be required in areas directly under or adjacent to the fence and screen.

Unless expressly waived by the BHA, when the Contractor utilizes an area for storage of material or staging its activities, the area will be fenced and locked and all fencing will be installed with protective screening (i.e., green screen) to minimize the visual impact of the storage and staging area.

2.12 FIELD REVIEW PRIOR TO BIDDING

The bidder must examine carefully the site of the work contemplated and the proposal, plans, specifications, and the Contract forms therefor. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications, the Special Provisions, and the Contract.

2.13 TESTING

The BHA will only pay for passing compaction tests meeting the requirements of these specifications. All failing tests will be charged to the Contractor and the costs of such failing tests will be deducted from the Contract. In addition, the decision as to when and from what areas tests are to be made will be at the judgment of the Engineer only.

2.14 WORKING HOURS AND RECORD DRAWINGS

Contractor working hours shall be between 8AM and 6PM unless approved by the BHA at least 72 hours in advance. Working days shall be Monday through Friday, excluding weekend and holidays.

Record drawings shall be provided at the end of the project by the Contractor, and final payment shall not be issued until completed and approved by the project manager. The record drawing compilation shall be considered part of the bid amount.

2.15 PROJECT NOTIFICATION AND IDENTIFICATION SIGN

The Contractor shall supply one (1) 4' X 8' sign to be displayed at the project site as approved by the BHA in wording to be provided by the BHA. The Contractor shall remove the signs when construction is complete.

2.16 CORONAVIRUS RISKS AND CONSTRUCTION REQUIREMENTS

As of this date of this Contract, the extent and impact of Coronavirus (also known as “COVID-19”) on this project, including with respect to supplies, materials, and labor, may not be known by the parties. Nevertheless, Contractor acknowledges the need to reasonably foresee the extent and impact of COVID-19; warrants that it has taken such risks into account in preparing its bid and procuring supplies, materials, and labor; and shall be deemed to have assumed the risks associated with COVID-19 by Contractor’s voluntary entry into this Contract, except as otherwise expressly stated in the Contract Documents.

Contractor hereby acknowledges that it has investigated and is familiar with and shall comply with applicable health orders and construction field safety protocols established by the Health Officer of the County of Sonoma. Contractor shall establish any required Code of Safety Practices and designated a Site Safety Representative as may be required under such orders. Contractor acknowledges that it may be subject to further requirements that may be imposed by State Public Health Officer. Contractor hereby acknowledges that compliance with such requirements constitutes part of the Scope of Work under this Contract.

PART 3 – STANDARD SPECIFICATIONS

**PART 3
CONDITIONS OF THE CONTRACT**

SECTION 1

DEFINITIONS AND TERMS

Whenever in these specifications, or in any documents or instruments where these specifications govern, the following terms, or pronouns in place of them, are used, the intent and meaning must be interpreted as follows (except as the context requires a different meaning):

Abbreviations

AAI	American Asphalt Institute
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute Steel Construction
AISI	American Iron and Steel Institute
API-ASME	American Pressure Institute - American Society of Mechanical Engineers
AREA	American Railway Engineering Association
ASA	American Standards Association
ASTM	American Society for Testing Materials
AWPA	American Wood Preservers Association
AWA	American Welding Society
AWWA	American Water Works Association
CRA	California Redwood Association
DFPA	Douglas Fir Plywood Association
NEMA	National Electrical Manufacturers' Association
WCLA	West Coast Lumbermen's Association

Acceptance

The formal written acceptance by the BHA of an entire Contract which has been completed in all respects in accordance with the plans and specifications and any modifications thereof previously approved.

Bidder

Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

BHA

BHA Engineer

Field Representative of the BHA.

Contract or Contract Documents

The Contract or agreement to be entered into by the successful bidder for the performance of the

work must consist of the following documents, each of which is on file in the office of the BHA Clerk and all of which are incorporated in the Contract and made a part thereof by reference thereto: Contract, Invitation for Sealed Proposals, Instructions and Information to Bidders, Accepted Proposal, Performance Bond, Payment Bond, Special Provisions, Standard Specifications, Design and Construction Standards, Plans, Profiles and Detailed Drawings.

Contractor

The word “Contractor” must mean the person, persons, partnership or corporation entering into a Contract for the performance of the work required and the legal representative of said party of the agent appointed to act for said party in the performance of the work.

Contract Prices

Either the unit prices or lump sum amounts to be named in the Contract, or the total of all payments under the Contract at the unit prices or lump sum amounts, as the case may be. This definition is for convenience and reference only, and must not be construed to alter the fact that the Contract is an entire Contract for the performance of all work depicted on the plans and as described herein.

Directed

Whenever in these specifications the words “directed,” “required,” “permitted,” “ordered,” “instructed,” “designated,” “considered necessary,” “prescribed,” or words of like import are used, it must be understood that the directions, requirements, permission, order, instruction, designation, or prescription, etc. of the BHA Engineer are intended; and, similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, must mean approved by, or acceptable or satisfactory to the BHA Engineer, unless otherwise stated.

Engineer

Engineer must mean properly authorized engineers, inspectors, and superintendents acting severally within their scope of the particular duties entrusted to them by the BHA Engineer.

Federal Agencies

Whenever in these specifications reference is made to any Federal Agency or officer, such references must be deemed made to any agency or officer succeeding in accordance with law to the powers, duties, jurisdictions and authority of the agency or officer mentioned.

Inspector

The word “Inspector” must mean the authorized individual or firm acting within the jurisdiction entrusted to it by the BHA Engineer.

Plans

The Plans must mean collectively all of the drawings or plans referenced by the project specifications and made a part thereof, and also such supplemental drawings or plans as the BHA Engineer must issue from time to time in order to elucidate drawings or plans attached to these specifications, or for showing details which are not shown thereon, or for the purpose of showing changes in the work, as authorized in later paragraphs describing changes and extra work.

Specifications

The directions, provisions, and requirements contained herein as supplemented by such special provisions or special specifications as may be necessary, pertaining to the method and manner of

performing the work or the quantities and qualities of materials to be furnished under the Contract. The special provisions or special specifications are specified clauses setting forth conditions or requirements peculiar to the project under consideration and covering work or materials involved in the proposal and estimate but not satisfactorily covered by these Standard Specifications.

State

State of California.

Supervision

The word “supervision” where used in these specifications to indicate supervision by the BHA Engineer must mean the performance of obligations and the exercise of rights specifically imposed and granted upon and to the BHA in becoming a party to the Contract, of which the text of these specifications form a part. Excepting as specifically stated herein, oversight by the BHA must not be construed to mean active and direct superintendence of the details of work.

Surety

The word “Surety” or “sureties” must mean the bondsmen or party or parties who may guarantee the fulfillment of the Contract by bond, and whose signatures are attached to said bond.

SECTION 2

PROPOSAL REQUIREMENTS AND CONDITIONS

2.1 INTENT

It is the intent of these specifications that the provisions of all sections must apply unless otherwise specified in the Special Provisions, in which case the provisions contained therein must have precedence over those specified in the Standard Specifications. It is also the intent where reference is made to specifications or other organizations for portions of the work, that such reference must apply only to construction methods and materials used in said work.

SECTION 3

AWARD AND EXECUTION OF CONTRACT

3.1 AWARD OF CONTRACT

The BHA reserves the right to accept or reject any or all proposals and waive technical defects as the best interests of the BHA may require. Award of the Contract, if it be awarded, will be to the lowest responsive, responsible bidder whose proposal complies with all the requirements prescribed. The award, if made, will be awarded as soon as practicable after the opening of the proposals but not before the time for bid protests set forth below. Proposals in which the prices are obviously unbalanced will be rejected.

The proposals will be compared on a basis of the sum of the totals of the items of the schedule as calculated from the given estimated quantities and the unit prices or lump sums of the amount submitted. The entire work will be awarded to one bidder, unless otherwise specified in the Special Provisions.

3.2 BID PROTESTS

Any bid protest ("Bid Protest") must be filed in writing with the BHA Clerk, with a copy to the bidder whose bid is being protested, and served by email or facsimile transmission within seven (7) calendar days of the BHA's issuance of the Notice to Intent to Award for Construction Work. **Proof of service of the Bid Protest must be submitted to the BHA Clerk within one business day of the filing of the Bid Protest, and any protest without a timely submitted proof of service may be rejected.** The BHA will use reasonable efforts to deliver by email or facsimile a copy of the Notice of Intent to Award to all bidders who submitted bids no later than the business day after issuance, although any delay or failure to do so will not extend the bid protest deadline described above.

The Bid Protest must state all grounds upon which the protest is based and include all facts and documents in support of each protest ground.

Any bidder whose bid is subject to a protest may submit to the BHA Clerk a written response ("Response") to the Bid Protest, with a copy to the protesting bidder, and served by email or facsimile transmission within 5 (five) calendar days of the service of the Bid Protest.

The BHA Clerk shall promptly submit the Bid Protest, and any Response, to the BHA Executive Director, or his/her designee for decision ("Decision"). The Decision on the Bid Protest shall be in writing and shall be served upon the protesting bidder, and the bidder whose bid is being protested, via email or facsimile transmission within five (5) calendar days of his or her receipt of Bid Protest and any Response. If the BHA Executive Director or his/her designee has not issued a written Decision on the Bid Protest within said five (5) calendar day period, then the Bid Protest shall be deemed denied. The Decision, by written Decision or deemed denial, shall be final.

Failure to comply with these Bid Protest Procedures shall be deemed to be a waiver of the right to protest a bid.

3.3 RETURN OF PROPOSAL GUARANTEES

Within 10 days after award of Contract, the BHA will upon demand return the proposal guarantees

accompanying the proposals of all bidders, except those of the three lowest responsible bidders as determined by the BHA. Proposal guarantees of such three lowest responsible bidders will be held until the Contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

3.4 BONDS

Prior to the execution by the BHA of the Contract, the successful bidder must file good and sufficient bonds to be approved by the BHA conditioned upon the complete performance of the Contract and upon the payment of claims for labor and materials in connection therewith. The Contractor must pay all premiums and costs thereof and incidental thereto. Such bonds must not be subject to cancellation.

The following minimum thresholds require Payment and Performance bonds for projects over \$25,000.

Payment Bond: Per California Civil Code Section 9550. The payment bond should contain the terms and conditions set forth in Section 9554 of the Civil Code of the State of California, and must be subject to the provisions of that chapter and, in addition, must be in the amounts which are specified in the Special Provisions.

The performance bond must be in an amount specified in the Special Provisions and must be so conditioned as to insure the complete performance of the Contract without exception.

Should any Surety or sureties be deemed unsatisfactory at any time by the BHA, notice will be given to the Contractor to that effect, and he must forthwith substitute a new Surety or Sureties satisfactory to the BHA. No further payment must be deemed due or will be made under this Contract until the new Surety must qualify and be accepted by the BHA.

Any alterations in the work to be done, or increase or decrease of the materials to be furnished, which may be made pursuant to the terms of said Contract, must not in any way release either the principal or Surety thereunder, nor must any extensions of time granted under the provisions of said Contract release either the principal or Surety, and notice of such alterations or extensions of the Contract must be waived by the Surety. The bonds must be maintained in full force and effect until the Contract has been completely performed and until all claims for material and labor have been paid.

Once the Notice of Completion has been recorded, Contractor may elect to post a Maintenance Bond equal to 100% of the final Contract Price, including Contract Change Orders, if any, for a period of one-year after the Notice of Completion recorded date.

3.5 EXECUTION OF CONTRACT

The Contract must be signed by the successful bidder and returned, together with the Contract Bonds and valid insurance on BHA forms, within fifteen (15) calendar days after the date of mailing written notice to the successful bidder that the Contract has been awarded.

3.6 FAILURE TO EXECUTE CONTRACT

Failure to execute a Contract, file acceptable bonds, and/or acceptable insurance as provided herein within said fifteen (15) calendar days shall allow the BHA, at its discretion, to annul the award and claim the proposal guarantee as provided in the California Public Contract Code. If the successful bidder refuses or fails to execute the Contract, the BHA may award the Contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the Contract,

the BHA may award the Contract to the third lowest responsible bidder. On the failure or refusal of the second or third lowest responsible bidder, to whom any Contract is so awarded, to execute the same, such bidders' guarantees must be likewise forfeited to the BHA. The work may then be re-advertised or may be constructed by other means as the BHA may decide.

SECTION 4 SCOPE OF WORK

4.1 WORK TO BE DONE BY CONTRACTOR

The work to be done consists of furnishing all labor, methods or processes, implements, tools, machinery, transportation, insurance, permits, bonds, taxes and materials, except as otherwise specified which are required to construct the replacement of a two-unit residential building in complete order for use and to leave the grounds in a neat and orderly condition.

Where items contain a description of work to be included for payment under a particular item, such description must be considered as including, but not being limited to, the work described. It must be further understood that it is the intent that the cost of all work necessary for the completion of the particular item must be included in the price proposal for the item, unless the cost of such work is specifically included in another item.

4.2 FINAL CLEANUP

Before final inspection by the BHA, the Contractor must clean the site and grounds occupied by it in connection with the work of all rubbish, excess materials, falsework, temporary structures, and equipment, and all parts of the work must be left in a neat and presentable condition. Nothing herein, however, must require the Contractor to remove warning and directional signs prior to formal acceptance by the BHA.

When the Contractor utilizes a staging area or storage yard that is fenced and screened, final cleanup of the staging area and storage yard will be completed before the fence and screen are removed, except for spot cleanup or trimming that may be required in areas directly under or adjacent to the fence and screen.

4.3 CHANGES IN THE CONTRACT - EFFECT BETWEEN PARTIES

The BHA reserves the right to make such alterations or deviations, additions to or omissions from the plans and specifications, as may be determined during the progress of the work to be necessary and advisable for the proper completion thereof. When such change is ordered, the BHA Engineer must determine and state in his/her written order to the Contractor made pursuant thereto whether or not in his/her opinion such change constitutes a material change and what adjustment of consideration provided for in the Contract is warranted. Upon written order of the BHA Engineer, the Contractor must proceed with the work as so increased, decreased or altered. Such action and any disposition thereof may be taken without notice by BHA to Insurance Underwriters, Sureties, or Guarantors required by this Contract and absence of notice thereto must in no way whatsoever discharge the obligation of any such party.

When the BHA and the Contractor fail to agree as to whether an omission of a portion of the work or alterations, or deviations or additions to or omissions from the plans and specifications ordered by the Engineer or BHA constitute a material change or difference in character of work as herein contemplated sufficient to warrant adjustment in the consideration provided to be paid to the Contractor or fail to agree on the consideration adjustment or compensation to be allowed for such

change, the Contractor must forthwith proceed with the changed work upon receipt of written order from the BHA Engineer and the following procedures must become operative.

Pending a settlement of the dispute, the Contractor must file with the BHA Engineer, within ten (10) days after receiving such written notice to proceed, a protest setting forth in detail in what particulars the character of the work was changed so as to warrant a consideration adjustment or by what amount the unit cost or other cost was increased or to what extent the consideration demand or reduction in consideration determined by the BHA Engineer as warranted is excessive. The failure of the parties to agree must in nowise be construed as relieving the Contractor of its duty and responsibility for continuing with performance under the Contract as changed and filing a protest as above provided for. Failure to continue performance under such circumstances must constitute a breach of Contract by the Contractor and the appropriate provisions hereof with relation thereto must apply. The determination of the BHA Engineer of the amount of reduction in Contract consideration or other consideration to BHA or increase in consideration or other basis of compensation to Contractor arising out of any such change must be final and binding upon the Contractor, unless it files such a protest as hereinabove provided within ten (10) days after receiving notice from the BHA Engineer to proceed. Payment by BHA on the basis of Contract prices so adjusted must constitute full and final performance of BHA obligation hereunder. If the parties fail to agree prior to completion of the Contract, final payments must not be delayed but must be made in accordance with the BHA Engineer's determinations subject to further claim of the Contractor and compliance by BHA with court order, but nothing contained in this clause must excuse the Contractor from proceeding with the prosecution of the work as changed.

4.3.1 Reduction in Cost

If the cost of work to the Contractor is reduced by reason of any modification of the Contract, compensation must be made to the BHA therefor or proportionate reduction in Contract consideration must be made therefor.

4.3.2 Quantity Changes

The quantities given in the proposal schedule for unit price items are for comparing proposals and may vary from the actual final quantities. Some quantities may be increased and others may be decreased or entirely eliminated, and no claims must be made against the BHA for damage occasioned thereby or for loss of anticipated profits, the Contractor being entitled only to compensation for the actual work done at the unit prices proposed.

4.3.3 Extra Work

(a) The BHA reserves and must have the right, when confronted with unpredicted conditions, unforeseen events, or emergencies, to revise the details of the contemplated work or to add work of a different character or function and have the Contractor perform such revised or added work, as extra work, when such extra work is considered by the BHA Engineer to be vitally appurtenant to the satisfactory completion of the project. Extra Work is defined as added work of a different character or function and for which no basis for payment is prescribed; or that involving revisions of the details of the work in such a manner as to render inequitable payment under items upon which the Contractor proposed; or that work to be done under stipulated prices as given in the Schedule of Bid Prices.

The signing of the Contract by the Contractor will be deemed to be an agreement on its part to perform extra work, as and when ordered by the BHA Engineer. The Contractor must give notice to the sureties on the Contractor's bonds if the estimated total value of the Contract, as changed or

supplemented, must exceed the original total proposal price by more than twenty-five percent (25%), but failure to give such notice must in no way whatsoever affect the Surety's obligation under said bonds. If required extra work results in delay to the work, the Contractor will be given an equivalent extension of time.

(b) Upon decision of the BHA to have extra work performed, the BHA Engineer will so inform the Contractor, acquainting it with the details of the new work. Should an item of work within the proposal schedule correspond with the type of work to be done under extra work to the mutual satisfaction of the Contractor and the BHA, the extra work must be performed at the stipulated bid price and in the manner provided for said item. Should such extra work not correspond to a stipulated bid price, the Contractor must prepare a price for said work based upon its estimate of cost and submit said price and estimate to the BHA Engineer based on one of the following methods as requested by the BHA:

(1) For a stated unit price or lump sum amount based upon current prevailing fair prices for materials, labor, plant, overhead, and profit.

(2) On a cost plus markup basis (force account by the Contractor). All work done by the Contractor on a cost plus markup basis will be computed in the manner hereinafter described, and the compensation thus provided must be accepted as payment in full by the Contractor, and no additional payment will be allowed for the use of small tools, superintendent's services, timekeeper's services, nor any other overhead expenses incurred in the prosecution of the force account work.

Total Cost Must Include:

MATERIALS: For all materials purchased by the Contractor and used in this specific work, it will receive the actual cost less normal discounts of such materials, including freight and delivery charges, as shown by original receipted bills. It must be understood, however, that such salvage value, as may be agreed upon between the BHA and the Contractor for materials which are not permanently incorporated in the work, will be deducted from the total amount as derived above. The BHA reserves the right to furnish such materials required as it deems advisable, and the Contractor must have no claim for profit on the cost of such materials.

LABOR: For all direct labor engaged in the specific operation, the Contractor will receive the prevailing wage paid on the project for each and every hour that said labor is actually engaged in such work. In addition, the BHA will reimburse the Contractor for compensation insurance payments; contributions made to the State as required by the provisions of the Unemployment Reserve Act, Chapter 352, Statutes of 1935, as amended; and for taxes paid to the Federal Government, as required by the Social Securities Act, approved August 14, 1935, as amended.

EQUIPMENT RENTAL: For any machine, power and equipment which is deemed necessary, the Contractor must receive the actual cost of rented equipment furnished by it as shown on its paid vouchers.

For the use of equipment owned by the Contractor, it must be paid the rental rates currently prevailing in the locality, and said rental rates must be deemed to include profit and overhead, and no extra compensation will be allowed, nor will any percentage or amount whatsoever be added thereto.

MARKUP:

(i) **Work by Contractor.** A 15% allowance must be added to Contractor's direct costs and must constitute the markup for all overhead and profit on work by the Contractor. The Contractor must also be compensated for the actual increase in the Contractor's bond premium caused by the extra work.

(ii) **Work by Subcontractor.** When any of the extra work is performed by a Subcontractor, a 15% allowance must be added to the Subcontractor's direct costs and must constitute the markup for all overhead and profit on work by the Subcontractor. In addition, a 5% allowance must also be added to the Subcontractor's direct cost and must constitute the markup for all overhead and profit for the Contractor on work by the Subcontractor. The Contractor must also be compensated for the actual increase in the Contractor's bond premium caused by the extra work.

(c) The Contractor must not commence extra work until it has secured the approval of the BHA as to the method and amount of payment thereunder, excepting that the BHA Engineer may, in writing, order the Contractor to proceed with extra work in advance of such approval.

(d) Upon receipt of the Contractor's price, the BHA Engineer will make an analysis thereof, and the BHA will adopt one of the following procedures for prosecuting extra work:

(1) Accept the Contractor's price for lump sum or unit price amount in the original or amended form and direct Contractor to proceed with the work; or direct Contractor to perform the work on a cost plus markup basis.

(2) Have the work performed by the BHA under separate Contract, without undue interference or hindrance to the Contractor and without claim or suit by the Contractor for damages on account thereof.

4.4 MAINTENANCE OF DETOURS

The Contractor must construct and maintain detours and detour bridges for the use of public traffic as provided in the Special Provisions, or as shown on the plans or as directed by the Engineer, and payment for such work will be made as set forth in the Special Provisions or at the Contract prices for the items of work involved if the work being performed is covered by Contract items of work, and no other method of payment therefor is provided in the Special Provisions. Otherwise, the work will be paid for as extra work as specified under Paragraph 4.3 of this section.

When public traffic is routed through the work, provisions for passageway through construction operations will not be considered as detour construction or detour maintenance.

Detours used exclusively by the Contractor for hauling materials and equipment must be constructed and maintained by Contractor at Contractor's expense.

The failure or refusal of the Contractor to construct and maintain detours at the proper time must be sufficient cause for closing down the work until such detours are in satisfactory condition for the use of public traffic.

Where the Contractor's hauling is causing such damage to the detour that its maintenance in a condition satisfactory for public traffic is made difficult and unusually expensive, the Engineer must have authority to regulate the Contractor's hauling over the detour.

4.5 USE OF MATERIALS FOUND ON THE WORK

The Contractor, with the approval of the Engineer, may use in the proposed construction such stone, gravel, sand or other material suitable, in the opinion of the Engineer, as may be found in the excavation, but it must replace at its own expense with other suitable material all of that portion of the material so removed and used which was contemplated for use in the embankments, backfills, bridge approaches, or otherwise. No charge for materials so used will be made against the Contractor. The Contractor must not excavate or remove any materials from within the project location which is not within the excavation, as indicated by the slope and grade lines, without written authorization from the Engineer.

SECTION 5

CONTROL OF THE WORK

5.1 AUTHORITY OF BHA ENGINEER

The BHA Engineer must decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work and all questions which may arise as to the interpretation of the Plans and Specifications. His/her decision must be final, unless otherwise ordered by the BHA Executive Director and he/she must have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

5.2 PLANS

The approved Plans are hereby made a part of these Specifications. These Plans show in general the nature and dimensions of the work to be done. It is hereby understood that changes may be made according to the best interests of the BHA.

5.3 CONFORMITY WITH PLANS

Finished surfaces in all cases must conform with the lines, grades, cross sections, and dimensions shown on the approved plans. Deviations from the approved plans and working drawings, as may be required by the exigencies of construction, will in all cases be determined by the BHA Engineer and must be authorized in writing by him/her.

The Contractor must have Plans and Specifications for the project on the project location at all times and must make these Plans and Specifications available to the Engineer upon request.

5.4 WORKING DRAWINGS

The Contractor must submit such working drawings, in quadruplicate, as required by the Special Provisions. Working drawings for any structure must consist of such detailed plans as may be required for the prosecution of the work and are not included in the plans furnished by the BHA. They must include shop details, erection plans, masonry layout diagrams, and bending diagrams for reinforcing steel, which must be approved by the Engineer before any work involving these plans is performed. Plans for cribs, cofferdams, falsework, centering, and form work will be required and must be subject to approval, unless approval is waived by the Engineer. These plans will be subject to approval insofar as the details affect the character of the finished work, but other details of design will be left to the Contractor, who must be responsible for the successful construction of the work.

It is expressly understood, however, that approval by the Engineer of the Contractor's working drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreement of dimensions and details.

Full compensation for furnishing all working drawings must be considered as included in the prices paid for the various Contract items of work, and no additional allowance will be made therefor.

5.5 COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

These Specifications, the Plans, Special Provisions, Contract Change Orders, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is binding as though occurring in all. They are intended to be cooperative and to describe and provide for a complete work.

In case of discrepancy either in the Plans or Specifications, the matter must be promptly submitted to the BHA Engineer who must make a determination in writing. Any adjustment by the Contractor without this determination must be at its own risk and expense. If the Contractor, in the course of the work, finds any discrepancy in the Plans in the physical conditions of the locality or any errors or omissions in the Plans or in the layout as given by survey points and instructions, it must immediately notify the Engineer in writing who must promptly verify the same. Any work or material not herein specified or shown on the Plans, but which be fair implication in the judgment of the BHA Engineer, should be included therein, must be done or furnished as a part of the Contract as though shown or included in the Plans or Specifications. Any work done after such discovery, until authorized, must be done at the Contractor's risk.

5.6 INTERPRETATION OF PLANS AND SPECIFICATIONS

Should it appear that the work to be done or any of the matter relative thereto are not sufficiently detailed or explained in the Plans and Specifications, the Contractor must apply to the Engineer for such further explanations as may be necessary and must conform to them as part of the Contract, so far as may be consistent with the original Specifications; and in the event of any doubt or question arising respecting the true meaning of the Specifications, reference must be made to the BHA Engineer, whose decision thereon must be final.

In the event of any discrepancy between any Plans and the figures written thereon, the figures must be taken as correct.

5.7 SUPERINTENDENCE

Whenever the Contractor is not present on any part of the work where it may be desired to give direction, orders will be given by the Engineer, which must be received and obeyed by the superintendent or foreman or authorized representative who may have charge of the particular work in reference to which the orders are given. Any order given by the Engineer, not otherwise required by the Specifications to be in writing, will, on request of the Contractor, be given or confirmed by the Engineer in writing.

An authorized representative of the Contractor must be present at the site of the work at all times, both while work is actually in progress of the Contract and during periods when work is suspended.

Where the Contractor is comprised of two or more persons, co-partnership or corporations, functioning on a joint venture basis, said Contractor must designate in writing to the BHA the name of their authorized representative who must have supreme authority to direct the work and to whom orders will be given by the Engineer, to be received and obeyed by the Contractor.

The Contractor must have a sufficient number of superintendents or foremen on the site of the work to adequately supervise and direct each major type of its construction work, and when, in the opinion of the Engineer, the Contractor's required supervisory personnel are considered inadequate, the Contractor, upon request from the BHA, must promptly provide adequate personnel.

5.8 LINES, GRADES AND MEASUREMENTS

Initial staking out of the work will be done by the Contractor, unless otherwise stated in the Special Provisions. The Contractor will establish control lines and offset lines and set all stakes normally required in order that the Contractor can make the necessary measurements therefrom for the layout of the details of its work without the need for surveyors. Survey stakes and bench marks removed by the carelessness of the Contractor or its employees will be replaced by the BHA at the Contractor's

expense.

The Contractor must employ skilled personnel for making measurements and skilled mechanics for setting equipment or metal parts that are to be permanently imbedded in or attached to proposed structures. Any inaccuracies in the placing of equipment or metal parts must be remedied by the Contractor at its own cost. Any inaccuracies in the performance of the Contractor's work due to faulty transfer or measurements must be remedied by the Contractor at its own expense.

5.9 INSPECTION

5.9.1 Except as otherwise provided in paragraph 5.9.4 below, all material and workmanship, if not otherwise designated by the Specifications, must be subject to inspection, examination and test by the Engineer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Engineer must have the right to reject defective material and workmanship or require its correction. Rejected workmanship must be satisfactorily corrected, and rejected material must be satisfactorily replaced with proper material without charge therefor, and the Contractor must promptly segregate and remove the rejected material from the premises. If the Contractor fails to proceed at once with the replacement of rejected material and/or the correction of defective workmanship, the Engineer may by Contract or otherwise replace such material and/or correct such workmanship and charge the cost thereof to the Contractor, or may terminate the right of the Contractor to proceed.

5.9.2 The Contractor must furnish promptly without additional charge, all reasonable facilities, labor, and materials necessary for the safe and convenient inspection and tests that may be required by the Engineer. All inspection and tests by the Engineer must be performed in such a manner as not unnecessarily to delay the work. Special, full size, and performance tests must be as described in the Specifications. The Contractor must be charged with any additional cost of inspection when material and workmanship are not ready at the time inspection is requested by the Contractor.

5.9.3 Inspection of material and finished articles to be incorporated in the work at the site must be made at the place of production, manufacture, or shipment, whenever the quantity justifies it, unless otherwise stated in the Specifications; and such inspection and written or other formal acceptance, unless otherwise stated in the Specifications, must be final, except as regards latent defects, departures from specific requirements of the Contract, damage or loss in transit, frauds, or such gross mistakes amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of material and workmanship for final acceptance as a whole or in part must be made at the site. Nothing contained in this paragraph must in any way restrict the BHA's rights under any warranty or guarantee. No work must be covered by a succeeding operation until the Engineer has had adequate notice and a sufficient opportunity to inspect the work. Any violation of this requirement will be deemed an attempt to defraud the BHA, and the work covered may be rejected. The Contractor must comply promptly with the instructions of the Engineer. Failure to so comply must be sufficient cause for breach of Contract. The Engineer may, when in the best interests of the BHA, order a suspension of the work or any part of the work which is not, in his/her opinion, proceeding satisfactorily.

The inspection of the work must not relieve the Contractor of any of its obligations to fulfill its Contract as prescribed.

5.9.4 Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed, and upon which

adequate notice and sufficient opportunity for inspection was as provided in the previous paragraph, by removing or tearing out same, the Contractor must on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or non-conforming in any material respect due to fault of the Contractor or its Subcontractors, it must defray all the expense of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual direct cost of labor and material necessarily involved in the examination and replacement, plus markup as determined in Section 4.3, must be allowed the Contractor, and it must, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

5.9.5 All inspection by the BHA, the Engineer, or the Engineer's representative is for the use by the BHA in determining the acceptability of the project by the Engineer. The Contractor is responsible for the quality of all materials supplied and all workmanship. The Contractor must provide and implement a quality control program independent of the inspections provided by the BHA. Such quality control program must be designed to ensure materials and workmanship are of first quality in conformance with these specifications and the best practices of the construction industry. The contractor's quality control plan must be submitted to the Engineer for review within 15 days of Notice to Proceed. Approval of the quality control plan by the Engineer does not relieve the contractor of providing sufficient tests or certifications to provide a complete and useable product in accordance with these specifications.

5.10 UNAUTHORIZED WORK AND DEFECTIVE WORK OR MATERIALS

Any work done beyond the scope of the Plans, Specifications, established by the BHA Engineer, or any extra work done without written authority, will be considered as unauthorized and will not be paid for. Work so done may be ordered removed at the Contractor's expense. Upon failure on the part of the Contractor to comply promptly with any order of the Engineer made under the provisions of this Section 5, the BHA Engineer must have authority to cause defective work or materials to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the cost from any moneys due or to become due the Contractor notwithstanding that such defective work and materials have been previously overlooked by the Engineer and accepted or estimated for payment.

5.11 METHODS AND EQUIPMENT

Equipment not suitable to produce the quality of work required will not be permitted to operate on the project. If the BHA Engineer or representative observes unsuitable equipment, the BHA Engineer shall have the right and authority to stop work. Contractor shall not be granted extra additional days or compensation for delay due to Contractor's use of unsuitable equipment.

Plants must be designed and constructed in accordance with general practice for such equipment and must be of sufficient capacity and of such character to insure the production of sufficient material to carry the work to completion within the time limit.

The Contractor must provide adequate and suitable equipment and plants to meet the above requirements and, when ordered by the Engineer, must remove unsuitable equipment from the work and discontinue the operation of unsatisfactory plants.

Each machine or unit of equipment must be operated by a person experienced in handling the particular make of machine or unit of equipment in use, at a speed or rate of production not to exceed that recommended by the manufacturer.

All vehicles used to haul materials over existing highways must be equipped with pneumatic tires.

Beam scales for use in batchers, proportioning plants, platform scales, or for other purposes must be equipped with "V" blocks and pivots of hard steel in all hangers or other points of support which are used as parts of the weighing mechanism.

5.12 FINAL INSPECTION AND ACCEPTANCE

The work will be inspected by the BHA for acceptance promptly upon receipt of notice in writing, for the Contractor, that the work required under the Contract has been performed.

If, in the judgment of the BHA Engineer, the work has been completed in accordance with the Plans and the Specifications and is ready for acceptance, he/she will so certify and accept the completed work in accordance with the BHA's approved procedures. The BHA Engineer will, in his/her certification to the BHA, give the date upon which the work was completed. Upon acceptance by the BHA pursuant to such certification, the date of completion as certified by the BHA Engineer will be the date of completion of work up to which penalties for liquidated damages, if any, will be computed.

5.13 CLEANUP WORK

During construction the Contractor must keep the site reasonably free and clear from all rubbish and debris. Care must be taken to prevent spillage when hauling is being done on any public road or street, and any such spillage or debris resulting from the Contractor's operation must be immediately cleaned up.

Upon the completion of the work, the Contractor must remove all plants, building, rubbish, unused materials, concrete forms and other like material belonging to it or used under its direction during the construction. In the event of its failure to do so, the same may be removed by the BHA at the expense of the Contractor.

SECTION 6

CONTROL OF MATERIALS

6.1 BHA-FURNISHED MATERIALS

The Contractor must notify the BHA as to the time at which it will require those materials which are to be furnished by the BHA. This notice must be given in sufficient advance of actual need to avoid delay.

BHA-furnished materials will be delivered Freight on Board (f.o.b.) trucks at the site of the work. The site of the work must be construed as meaning the nearest point to the work which is readily accessible to trucks. The Contractor will be charged with any standby or demurrage charges which may accrue at the point of delivery because of his failure to unload the trucks immediately upon their arrival at the site of work.

The Contractor must receive and be responsible for these materials, storing those which may be damaged by the elements, in a safe, substantial manner until they are used in the work.

Any materials delivered in an acceptable condition to the Contractor by the BHA and subsequently lost to or rejected by the BHA due to damages from handling, transporting, storing, flood waters, fire, or for any other reasons before its acceptance in the completed work, must be paid for by the Contractor. The total value of such materials will be deducted from moneys due or becoming due the Contractor. Any condemned material must be immediately and permanently removed from the site of work by the Contractor.

Any of the BHA's materials, remaining unused after all requirements for said materials have been met, must be promptly returned to the BHA in acceptable condition. These materials must be returned by the Contractor f.o.b. the BHA's truck at the site of work and at such points as will be conveniently accessible to BHA transportation.

The Contractor must not sell, assign, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the Contract, without the formal consent of the BHA.

6.2 MATERIALS TO BE FURNISHED BY THE CONTRACTOR

Unless otherwise specified herein, or on the Plans and Specifications, the Contractor must furnish all materials required for the completion of the Contract. The cost of hauling, storing and handling of all the materials required to be furnished by the Contractor must be included in the unit price proposal in the schedule for the work for which the materials are required.

6.3 SOURCE OF SUPPLY AND QUALITY OF MATERIALS

It must be the Contractor's responsibility to require material suppliers and Subcontractors to furnish materials which meet the requirements of the Specifications. All materials which are to become part of the completed project must be new and must conform to the requirement prescribed therefor in these Specifications or as specified in the Special Provisions.

Unless otherwise waived in writing by the Engineer, the Contractor will be required to furnish the BHA with certification prepared and signed by the manufacturer and/or supplier to the effect that items furnished meet all the requirements of the Specifications. Such certification must be furnished prior to the use of the material in any part of the construction.

In the case of sand and gravel to be used for concrete construction, the Contractor must notify the BHA's representative in writing, the sources of the available materials and secure source approval in writing prior to placing order for delivery of this material to the job site.

6.4 WATER AND ELECTRIC POWER

Unless otherwise indicated in the proposal schedules, the responsibility must be upon the Contractor to provide, pay all cost for, and maintain at his own expense an adequate supply of water and electric power of a quality suitable for its construction and domestic purposes.

The Contractor must indemnify, defend, and save harmless the BHA against any and all claims or suits for damages arising from its acquisition and use of electric power and water.

6.5 MATERIALS AND WORKMANSHIP; WARRANTY

All material furnished by the Contractor must be of the specified quality and equal to approved samples, if samples have been submitted. All work must be performed and completed in a thorough, workmanlike manner, notwithstanding any omission from the Plans and Specifications. All work done and all materials furnished must comply with these Specifications to the satisfaction of the BHA.

Materials furnished by the Contractor and condemned by the Engineer as being unfit for use must be immediately and permanently removed from the site of work. Unused materials, except such as furnished by the BHA, must remain the property of the Contractor.

Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to BHA for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (Defective Work), Contractor shall promptly, without cost to BHA and in accordance with BHA's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the BHA's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, BHA shall have all rights and remedies granted by law.

6.6 STORAGE OF MATERIALS

Materials must be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary by the Engineer, they must be placed on wooden platforms or other hard, clean surfaces and not on the ground. They must be placed under cover when so directed. Stored materials must be so located as to facilitate prompt inspection.

6.7 SAMPLES AND SPECIMENS

The Contractor must submit specimens or samples of materials to be used in the work as the

Engineer may require.

6.8 TRADE NAMES AND ALTERNATIVES

For convenience in designation on the Plans or in the Specifications, certain equipment or articles or materials may be designated under a trade name of a manufacturer and its catalogue information. The use of alternative equipment or an article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the approval of the BHA Engineer, in accordance with the following requirements:

The burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials must be upon the Contractor, and it must furnish, at its own expense, all information necessary or related thereto as required by the BHA Engineer. The BHA Engineer must be the sole judge as to the comparative quality and suitability of alternative equipment or articles or materials, and his/her decision must be final.

The price proposal by the Contractor is assumed to be on the basis of trade names specified or designated in the Specifications. Savings resultant from use of a less expensive equal or alternate must accrue to the BHA and must be subtracted from the unit price for this item.

6.9 REMOVAL OF EQUIPMENT OR MATERIALS

The Contractor must not sell, assign, mortgage, hypothecate or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the Contract without the formal consent of the BHA.

6.10 TESTING OF MATERIALS

Unless otherwise specified elsewhere in the Specifications or in the Special Provisions or called for in the Plans, all tests of materials and work for determining compliance with specified requirements must be performed by the BHA or its authorized representative.

SECTION 7

LEGAL RELATIONS AND RESPONSIBILITY

7.1 LAWS TO BE OBSERVED

The Contractor must keep itself fully informed of all existing and future State and Federal laws and County and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor must at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work; and must indemnify, defend, and save harmless the BHA and all its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its employees. If any discrepancy or inconsistency is discovered in the Plans, Drawings, Specifications, or Contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor must forthwith report the same to the BHA Engineer in writing.

7.2 PERMITS

The BHA will obtain all necessary rights and approvals for the work to occupy properties in streets, highways or railways. The Contractor must obtain all permits and pay any fees connected therewith having to do with its construction operations. The Contractor must furnish the BHA with a copy of all permits and must fully comply with all conditions and provisions of same.

Bidders must contact railway companies affected by the work under the project and ascertain their requirements in respect to indemnification agreements, bonds and insurance. Upon award of Contract, the Contractor must immediately again contact the railway company and, if required, enter into an indemnification agreement, and furnish bonds and insurance, and pay the fees therefor.

All expenses incurred by the railway company as a result of the Contractor's operations must be borne by the Contractor.

7.3 PATENT CLAIMS

The bidder must include in the price proposal for the work the patent fees or royalties or charges upon any patented article or process which it may furnish or use in the prosecution of the work, and the bidder to whom the Contract is awarded must indemnify, defend and save harmless the BHA against any legal action that may be brought for infringement of patents upon any articles or processes that may be used by it in the prosecution of the work. The Contractor must furnish satisfactory evidence of release of all claims of this nature before the final payment is made upon the Contract.

7.4 SANITARY PROVISIONS

The Contractor must provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary to comply with all applicable laws, ordinances and regulations pertaining to the public health and sanitation of dwellings and camps. Enclosed toilets must be provided for the use of the persons employed or engaged on any work under these Specifications.

7.5 RIGHT OF WAY AND RIGHT OF ACCESS

The BHA will acquire all permanent rights of way or permanent easements required for the constructed project. The Contractor is hereby empowered to use the site for the purposes described in the Specifications.

The responsibility for obtaining the right to enter, remove, alter, or make use of any existing road, culvert, bridge, canal, pipeline, levee, fence or similar barrier, lines of communications or improvement of any nature, or the trespassing on privately owned lands, must be in the hands of the Contractor, and it must indemnify, defend and save harmless the BHA from any and all claims for such damages occasioned by such entering, removing, altering, using or trespassing.

In case of interference to the work by delay of the BHA in furnishing permanent rights of way or permanent easements, the Contractor will be allowed an extension of time equivalent to the time lost by unavoidable delay in the completion of the Contract because of the failure to furnish the rights of way on time, but no damages will be allowed or paid for such delay.

Rights of way and/or easements and construction easements have been secured for work sites, and for trails and roadways as considered necessary for ingress and egress to the work site. Such rights and/or easements have been delineated on the Plans. The right to enter, remove, alter, or otherwise make use of adjacent property, roads, utility lines, fences, vegetation and other improvements as not included within the rights of way or easements must be at the sole expense and responsibility of the Contractor.

7.6 PUBLIC CONVENIENCE AND ACCESS

The Contractor must conduct its operations so as to cause the minimum obstruction and inconvenience to traffic and to places of business and residence adjacent to the work. No greater quantity of work must be under construction at any one time than can be properly conducted with due regard for the rights of the public. Where existing streets are not available as detours, all traffic must be permitted to pass through the work with as little inconvenience and delay as possible, unless otherwise provided or authorized. If half the street only is under improvement, the other half must be conditioned and maintained as a detour.

The work must be conducted by tunneling, backfilling or bridging where necessary to provide access to fire hydrants and water gates; driveways to service stations, markets or other places of business requiring public vehicular access; and driveways to private residences, unless the Contractor makes other arrangements satisfactory to the BHA. Temporary approaches to intersecting streets and alleys must be provided and maintained in good condition. Safe crossings for pedestrians must be provided at intervals of not more than 300 feet.

7.7 STORAGE OF MATERIALS IN PUBLIC STREETS, ROADS OR HIGHWAYS

Construction materials must not be stored in the streets unless permitted by the BHA Engineer.

7.8 PUBLIC SAFETY

Attention is called to the "Construction Safety Order," "Trench Construction Safety Orders," "General Safety Orders," and "Tunnel Safety Rules" of the California Division of Occupational Safety and Health to which the Contractor is required by law to conform. The Contractor must provide itself with copies of these rules and orders and must keep a copy of each at the site of its operations and must be governed by the requirements thereof. The requirements concerning Ventilation, General Safety Precautions, Transportation, Roof Inspection, Timbering, and all

rules and regulation concerning the use of explosives are of particular importance.

7.9 STREET CLOSURES, DETOURS, BARRICADES

In addition to the requirements of this paragraph and Section 4 of these Specifications, the Contractor must, unless otherwise permitted by the BHA Engineer, conform to the requirements for street closures, detours and barricades as stipulated in the Special Provisions. However, the BHA Engineer may permit deviations from the requirements stipulated therein when such deviations are to the best interests of the BHA and are approved by the County, City or State authorities concerned.

During the progress of the work, adequate provisions must be made by the Contractor to accommodate the normal traffic along streets and highways immediately adjacent to or crossing the work so as to cause a minimum of inconvenience to the general public.

The Contractor must give due notice to local police and fire departments prior to beginning construction and must cooperate with said departments in complying with their requirements pertaining to emergency vehicles and equipment.

The Contractor must comply with the requirements of the County, City or State authorities concerned in regard to their requirements for closure of streets; the providing of barriers, guards, lights, temporary bridges, flagmen and watchmen; and the posting of proper notices or signals to the public regarding detours and the condition of the work under construction so as to effectively guard the public from danger as a result of the work being done under the Contract. The Contractor must fully comply with such requirements. The Contractor must also be held responsible for compliance with any additional requirements as may arise during the progress of the work. All costs involved in respect to the above requirements will be considered as included in the prices proposal for the various items of work.

The Contractor must furnish, install, and upon completion of the work, remove all signs and warning devices required for directing and protecting the public during construction.

The signs and posting thereof must conform to the current requirements as specified in the manuals covering signs published by the Division of Highways, Department of Public Works of the State of California. Copies of these manuals are on file in the office of the Engineer.

The Contractor must notify the appropriate authorities of any municipality or unincorporated area 24 hours in advance of the start of any construction work being done in said municipality or area.

The provisions of Paragraph 7.18, "Emergencies and Responsibility for Damage," must apply to the precautions and safeguards taken by the Contractor in connection with the closure of streets, barricades, detours, signs, etc., as required by the above authorities.

7.10 USE OF EXPLOSIVES

The use of explosives will not be permitted unless otherwise stated in the Special Provisions. If permitted, the method employed, and the quantity of explosives used must at all times be subject to the approval of the Engineer. Explosives must be handled, used and stored in accordance with the provisions and requirements of all applicable laws, ordinances and regulations with respect thereto.

The approval by the Engineer for the use of explosives must not relieve the Contractor from its responsibility to indemnify, defend and save harmless the BHA from any legal actions or claims brought against it because of or on account of the use of explosives.

7.11 PRESERVATION OF PROPERTY

The Contractor must be held responsible for the protection of the restoration of, or the replacement of, any improvements such as, but not limited to, lawns, trees, shrubs, hedges, fences, walls, sidewalks, driveways, curbs, gutters and pavement existing on public or private property at the start of work or placed there during the progress of work and not being specified or shown on the drawings to be either temporarily or permanently removed. The Contractor must be held responsible for the removal of all USA Markings created within the project limits, and in relation to the project. Replacement or restoration must meet the approval of the Engineer.

With respect to trees, the Contractor must obtain permission from the Engineer and from the jurisdictional agency concerned prior to the removal or trimming of any trees, except where a tree is specifically indicated on the Plans or in the Specifications to be removed. Trees which are so indicated need not be replaced except where otherwise stipulated in the Specifications.

All costs involved in the protection and restoration of existing improvements as herein specified must be included in the prices proposal for the various items of work.

7.12 PRESERVATION OF MONUMENTS

The Contractor must not disturb any monuments or stakes found on the line of improvements without permission from the Engineer, and must bear the expenses of resetting any monuments or stakes which may have been disturbed with such permission. The Contractor must reset all street signs and traffic signs disturbed by it during the progress of the work.

7.13 SAFEGUARDING EXCAVATIONS AND STRUCTURES

In making excavations for the project, the Contractor must be fully responsible for providing and installing adequate sheeting and/or timbering and bracing as may be necessary as a precaution against slides or cave-ins, and to protect all existing improvements of any kind, either on public or private property, full from damage. The Contractor must make necessary repairs to or reconstruction of any such improvements damaged at its own expense and as directed by the Engineer.

The Contractor must remove all shattered rock or other loose material which appears dangerous to workmen or to structures. The fact that such removal may enlarge the excavation beyond the required limits must not operate to relieve the Contractor from the necessity of making such removal, and the Contractor must be entitled to no additional compensation under any Contract item on account of such removal and enlargement.

All material required for sheeting, bracing and shoring must be furnished by the Contractor and upon completion of the work, except for such as may be left in place, must become the property of the Contractor.

7.14 EMERGENCIES AND RESPONSIBILITY FOR DAMAGE

The Contractor, at all times throughout the performance of the Contract, must take all precautions necessary to effectually prevent any accident or other cause of damage to life or property in any place affected by the operations in consequence of work being done under the Contract and in consequence of any unusual conditions which may arise, and must to this end erect and maintain suitable and sufficient barriers, signs, lights, or other necessary protection. This requirement must also apply to interruption or contamination of public water supply, irrigation, or other public services, or from the failure of partly completed works.

If, in the opinion of the Engineer, the precautions taken by the Contractor are not safe or adequate at any time during the life of the Contract, he/she may order the Contractor to take further precautions, and if the Contractor must fail so to do, the Engineer may order the work done by the BHA forces and charge the Contractor for the cost thereof, such cost to be deducted from any moneys due or becoming due the Contractor. Failure of the Engineer to order such additional precautions, however, must not relieve the Contractor from its full responsibility for public safety.

The Contractor must indemnify, defend and save harmless the BHA from any legal actions or claims of every name and description brought against it for, or on account of, any injury or damage to person or property received or sustained by any person or persons by or from the Contractor, or any duly authorized Subcontractor or any agent, employee or workman, by or on account of work done under the Contract of any extension or addition thereof caused by its negligence, or by or in consequence of any negligence in guarding the same, or any material used or to be used for the same, or by or on account of any material, implement, appliance or machine used in the construction, or by or on account of any accident or of any act or omission of the Contractor, or of any duly authorized Subcontractor or any agent, employee or workman.

A sufficient amount of the money due the Contractor under the Contract as must be determined to be necessary by the BHA may be retained until all legal actions or claims for damages as aforesaid have been settled and evidence to that effect has been furnished to the BHA. This amount may be retained in addition to that provided for in Paragraph 9.5.

All of the above provisions must include suits for loss of business and/or obstruction or inconvenience to business or private property owners.

7.15 DISPOSAL OF MATERIAL OUTSIDE OF BHA'S RIGHT OF WAY

Unless otherwise specified in the Special Provisions, the Contractor must make its own arrangements for disposing of materials outside of BHA's right of way at its own profit or loss, and it must pay all costs involved therewith.

When any material, including excess or unsuitable excavated earth or other materials are to be disposed of outside of BHA's right of way, the Contractor must first obtain written permit from the property on whose property the disposal is to be made, and it must file said permit or a certified copy thereof, together with a written release from the property owner, absolving the BHA from any and all responsibility in connection with disposal of material on said property.

Unless otherwise provided in the Special Provisions, full compensation for all costs involved for disposing of materials, as above specified, must be considered as included in the prices paid for the various Contract items of work, and no additional allowance will be made therefor.

7.16 CONTRACTOR'S RESPONSIBILITY FOR WORK

The submitting of a proposal hereunder must be considered as evidence that the bidder has carefully examined the site of the work with regard to the climatic and physical conditions which will affect construction operations.

The Contractor must, throughout the entire term of the Contract, assume all risks and expense of interference and delay in its operations, and the protection from or the repair of damage to improvements being built by it under the Contract as may be caused by water of whatever quantity from floods, storms, industrial waste, irrigation, underground, or other sources. The Contractor must also assume full responsibility and expense of protecting or removing and returning to the site of

work all equipment or materials under its care endangered by any action of the elements.

Furthermore, the Contractor must indemnify, defend and save harmless the BHA against all claims or suits for damage arising from his operations in dewatering the work and control or diversion of water.

All works installed by the Contractor in connection with dewatering, control, and diversion of water, but not specified to become a permanent part of the project, must be removed and the site restored, insofar as practical, to original condition at the Contractor's own expense.

7.17 BHA ENGINEER CANNOT WAIVE OBLIGATIONS

It is expressly agreed that neither the BHA Engineer nor any of his/her agents must have the power to waive any of the obligations of these Specifications for the furnishing by the Contractor of good and suitable material and for performing the work as herein described. Failure or omission on the part of the BHA Engineer, or any of his/her assistants or agents, to condemn defective or inferior work or materials, must not imply acceptance of the work, nor release of the Contractor from obligations at once to tear out, remove and properly replace the same without compensation, at its own cost and expense at any time, upon the discovery of said defective work and material, prior to the final acceptance of the entire Contract; neither must such failure or omission nor any acceptance by the BHA or by the BHA Engineer or any other officer or employee of the BHA be construed as barring the BHA at any subsequent time from recovery of damages from the Contractor and its sureties, and of such a sum of money as may be needed to remove and to build anew all portions of the work in which fraud was practiced, or improper work or material hidden.

7.18 RIGHTS IN LAND IMPROVEMENTS

Nothing in these Specifications must be considered as allowing the Contractor to make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Contract for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the BHA and any owner, former owner, or tenant of such land, structure or building.

7.19 PERSONAL LIABILITY

Neither the BHA, the BHA Engineer, nor any of his/her agents or other officer or authorized employee of the BHA must be personally responsible for any liability arising under the Contract. The Contractor must maintain in full force and effect, during the entire life of the Contract, public liability, property damage and personal injury insurance in amounts not less than specified in the Special Provisions. The Contractor must maintain on file with the BHA during the entire life of the Contract a memorandum of coverage or other evidence of such insurance, issued by the underwriter. Said insurance referred to must not be cancelled or renewal thereof declined unless notice is mailed to the named insured at least 45 days prior to the effective date or renewal or at least 60 days prior to the effective date of cancellation. In addition, if a public agency is named as an additional insured by way of endorsement or certificate of insurance, notice should be given to said public agency. The Contractor must pay all premiums whether said premiums cover extra work or work under regular contract items.

7.20 REPAIR OF EQUIPMENT

The work of installing, assembling, repairing or reconditioning, or other work of any nature on machinery, equipment, or tools used in or upon the work must be considered a part of the work to be performed under the Contract, and any laborers, workmen, or mechanics working on such

machinery, equipment or tools, unless employed by bonafide commercial repair shops, garages, blacksmith shops, or machine shops, which have been established and operating on a commercial basis for a period of at least two months prior to the award of the Contract, must be subject to all of the requirements relating to labor set forth herein and in these Provisions.

7.21 CONTRACTOR'S LEGAL ADDRESS

The address given in the proposal must be considered the Contractor's legal address, but this may be changed at any time by notice in writing to the BHA at its office. The delivery to such address, or the depositing in the United States mails in a sealed envelope, postpaid, registered and properly directed to the Contractor's legal address, of any communications must be considered a legal and sufficient service of the same upon the Contractor.

7.22 COOPERATION AND COLLATERAL WORKS

Where two or more Contractors are employed in related or adjacent work, each must conduct its operations in such manner as not to cause any unnecessary delay or hindrance to the other. Each contractor must be responsible to the other for all damage to work, to person or property, or for loss caused by failure to finish the work within the specified time for completion.

The Contractor must also coordinate its work and cooperate with contractors or workmen employed by other agencies on or adjacent to the site of the work.

7.23 UTILITIES

Utilities for the purpose of these Specifications must be considered as including, but not limited to, pipelines, conduits, transmission lines, and appurtenances of "Public Utilities" (as defined in the Public Utilities Act of the State of California) and those of private industry, businesses, or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, and traffic signal systems.

All utility service interrupted or severed by the Contractor's operation must be immediately reinstated by temporary connections, and permanent reconstruction must be made as soon as construction operations permit.

The BHA has, by a search of known records, endeavored to locate and indicate on the drawings, all utilities which exist within the limits of the work. However, the accuracy or completeness of the utilities indicated on the drawings is not guaranteed. Service connections to adjacent property may or may not be shown on the drawings. It must be the responsibility of the Contractor to determine the exact location of all utilities and their service connections. The Contractor must make its own investigation as to the location and type of existing utilities and their appurtenances and service connections which may be affected by the Contract work and must notify the BHA as to any utility located by it which has been incorrectly shown or omitted from the drawings.

Work required in connection with utilities because of interference with Contract work will be performed and paid for as specified in the following paragraphs, 7.27.1 through 7.22.8; however, when directed or approved by the BHA Engineer, changes in line or grade of structure being built may be made in order to avoid utilities. The cost of such changes will be paid for as extra work.

7.23.1 By Other Than the Contractor:

When it is stated in the Special Provisions or indicated on the drawings that a utility is to be relocated, altered, or reconstructed by other than the Contractor, the BHA will conduct all negotiations with the owners in respect to such work, and the work will be done at no cost to the

Contractor.

7.23.2 By the Contractor Under A Specified Contract Item:

When the bidding schedule contains a separate item covering the relocation, alteration, or reconstruction of a utility by the Contractor, the price proposal for said item must cover all costs involved in such work.

The utility owner's drawings and Special Provisions will give the construction details for the work, and, unless the time at which the work must be done is specified in the Special Provisions, the Contractor must coordinate with the utility owner in respect to when the work is to be done.

7.23.3 By the Contractor But Not Under a Specified Contract Item:

When work on a utility is specified or indicated on the Plans to be done by the Contractor, but is not included as a separate Contract item in the bidding schedule, the BHA will make all arrangements with owner of the utility in respect to the construction details; however, the Contractor must coordinate with the utility owner as to when the work is to be done. Any costs for such work must be absorbed in the unit prices or included in the lump sum amounts proposal for the various Contract items.

7.23.4 By the Contractor - Service Connections:

The alteration, temporary relocation or reconstruction of service connections to adjacent property must be the responsibility of the Contractor, and the Contractor must notify occupants of the affected properties before service is interrupted and make all arrangements with the utility owners regarding requirements of interruption and reconstruction of service connections. The costs for such work on service connections must be absorbed in the unit prices or included in the lump sum amounts proposal for the various Contract items, unless otherwise specified in the Special Provisions. Reconstruction of sanitary sewer house connections must be accomplished in the manner shown on the Plans.

7.23.5 By the Contractor for His Own Convenience:

The temporary relocation or the alteration of any utility desired by the Contractor solely for its own convenience in the performance of the Contract work to a position or condition other than that provided for in the Special Provisions or shown on the Plans must be the Contractor's own responsibility, and the Contractor must make all arrangements with the owners of the utility regarding such work. Any cost of such work for the Contractor's own convenience must be absorbed in the unit prices or included in the lump sum amounts proposal for the various Contract items.

7.23.6 By the Contractor or by Others – Unknown Utilities Disclosed during Contract Work:

In the event that a utility is disclosed subsequent to the award of Contract, such utility not being indicated on the drawings, the alteration, relocation, or proper support and protection must be done and paid for as follows:

7.23.6.1 When said utility is found to occupy the space required to be occupied by a part of the permanent works to be constructed under the Contract, or when said utility is more or less parallel with the conduit and, in the case of the pipe conduit, found to be within vertical planes of each side of the pipe a distance away from the pipe equal to ten inches for pipe 96 inches or less in diameter and equal to twelve inches for pipe greater than 96 inches in diameter or to be within the specified excavation pay lines (when such are specified or shown on the drawings), the BHA will arrange for the relocation or alteration

of said utility or require the Contractor to do same as extra work. However, when said utility is found to cross the excavation laterally, but not to intercept the permanent works to be constructed, then the Contractor will be required to maintain the utility in place at its own expense.

7.23.6.2 When said utility is more or less parallel with and any portion of it does not lie within the vertical planes specified hereinabove (for pipe conduit) or does not lie within the excavation pay lines (when such are specified or shown on the drawings), the Contractor must advise the BHA thereof, and, in cooperation with the BHA, provide and place the necessary support for proper protection to insure continuous and safe operation of the utility structure. All costs for such work must be borne by the Contractor, unless it is ascertained by the BHA that the utility's franchise is such as to require the utility to bear such costs, in which case it must be the responsibility of the Contractor to secure enforcement of said franchise if it so desires.

7.23.7 Responsibility of the Contractor

The Contractor must be held responsible for all costs for the repair of any and all damage to the Contract work or to any utility (whether previously known or disclosed during the work), as may be caused by its operations. Utilities not shown on the drawings to be relocated or altered by others must be maintained in place by the Contractor. Utilities which are relocated by others in order to avoid interference with structures and which cross the project work must be maintained in their relocated positions by the Contractor.

At the completion of the Contract work, the Contractor must leave all utilities and appurtenances in a condition satisfactory to the owners and the BHA.

7.23.8 Delays Caused by Failure to Relocate Utilities

Where parties other than the Contractor are responsible for the relocation of utilities, in accordance with the provisions of these Plans and Specifications, and a delay in the Contractor's work is caused by the failure on the part of said parties to remove or relocate such utilities in time to prevent such delay. It must be understood that the Contractor must not be entitled, as a result of such delay to its work, to damages or additional payments over and above the Contract price. If delays in the Contractor's work are caused by the reason mentioned hereinabove, the Contractor must be entitled to an extension of time. The length of such extension of time will be determined by the BHA, with consideration as to the effect of the delay on the project as a whole.

In order to minimize delays to the Contractor caused by the failure of other parties to relocate utilities which interfere with construction works, the Contractor, upon request to the BHA, may be permitted to temporarily omit the portion of work affected by the utility. The portion thus omitted must be constructed by the Contractor immediately following the relocation of the utility involved. Should the omitted portion of the work consist of concrete pipe, the Contractor may complete said portion by constructing a field joint.

Unless otherwise specified, where sewers, drainage water, gas or any other conduits and related structures and appurtenances which have been abandoned or which are to be abandoned as a result of the construction of this project are found to interfere with construction, the interfering portions must be removed and the remaining exposed portions sealed with either a wall of concrete not less

than six inches thick. All salvable castings or steel parts which interfere with construction must be removed, and the Contractor must contact the owners and, if required, must deliver such materials f.o.b. the owner's trucks at the site of the work; otherwise, such material must become the property of the Contractor and must be disposed of by the contractor away from the site of work.

The cost of all such work must be absorbed in the prices proposal for the various items of work, unless it is ascertained that the franchise of the former owner is such as to require it to bear such costs, in which case it must be the responsibility of the Contractor to secure enforcement of said franchise if it so desires.

SECTION 8
PROSECUTIONS AND PROGRESS

8.1 SUBCONTRACTS

The Contractor may sublet the Contract work only in accordance with the provisions of these Specifications and with the consent of the BHA. The prime Contractor must be held responsible to see that its subcontractors and material suppliers conform to all the provisions of these Specifications. If the Contractor, after complying with these conditions, must sublet any portion of the proposed work to a Subcontractor, the Contractor under the original Contract must remain directly responsible to the BHA for all work being performed by it or by any Subcontractor under it, and all obligations imposed upon the Contractor in the original Contract must be equally binding upon any Subcontractor under it. The BHA will deal directly with and make all payment to the original Contractor. Contractor understands and acknowledges that the Subletting and Subcontracting Fair Practices Act (as set forth in the California Public Contracts Code) applies to the Contract and Contractor Agrees to comply with the terms of said Act.

8.2 ASSIGNMENT

The Contractor must not assign the Contract or sublet it as a whole without the written consent of the BHA. The Contractor must not assign or permit the assignment of or any lien on any money due or to become due to it hereunder without the proper consent of the BHA.

8.3 PROGRESS OF THE WORK

Time is of the essence in this Contract. Unless otherwise provided in the Special Provisions, the Contractor must begin work not later than 15 calendar days after the date of the Notice to Proceed, and the contractor must prosecute the work with due diligence so as to complete the work within the time specified in the Special Provisions or within such extension of time as may be granted.

Should the Contractor begin work in advance of receiving notice that the Contract has been approved as above provided, any work performed by it in advance of said date of approval must be considered as having been done by it at its own risk and as a volunteer, unless such Contract is so approved.

8.4 CHARACTER OF WORKMEN

The Contractor must employ none but skilled foremen and workmen upon work requiring special qualifications. When required by the Engineer, the contractor must discharge from the work and must not again employ without the consent of the Engineer any employee who is incompetent, disorderly, abusive, dangerous, insubordinate, or who in any way attempts to interfere with the employees of the BHA in the inspection and supervision of the work.

Any representative of the Contractor who is proven to have deliberately given false information about the performance of any part of the work must be discharged if so ordered by the BHA Engineer.

8.5 TEMPORARY SUSPENSION OF WORK

The BHA Engineer may order the Contractor to suspend work when, in his/her opinion, the conditions are such as to prevent the work being properly carried out. Such conditions may include: war, government regulations, labor disputes, strikes, fire, floods, adverse weather or elements, inability to obtain material, labor or equipment, required extra work, or other specific as may be further described in the Specifications. When delay is caused by such order, an extension of time may be granted when the conditions, in the opinion of the BHA Engineer, are such as could not have reasonably been foreseen. It is agreed that under no circumstances must the Contractor be excused from performance or entitled to any extra compensation or reimbursement because of any such suspension.

8.6 TIME OF ESSENCE, LIQUIDATED DAMAGES, EXTENSION OF TIME BY BHA

Time is of the essence, and, in case all the work called for under the Contract in all parts and requirements is not finished or completed by the date set forth in the Special Provisions, it is agreed by the parties to the Contract that circumstances and conditions as reflected by records of the BHA are such that material damage will be sustained by the BHA, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the BHA will sustain in the event of any by reason of such delay. It is, therefore, expressly agreed that the Contractor will pay to the BHA the sum stated in Special Provisions per day for each and every calendar days delay in finishing the work beyond the date prescribed; and the Contractor agrees to pay said liquidated damages as herein provided. In case the same are not paid, Contractor agrees that the BHA may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract.

It is further agreed that in case the work called for under the Contract is not finished and completed in all parts and requirements by the date specified, the BHA must have the right to extend the time of completion or not, as may be deemed to best serve the interest of the BHA. If it is decided to increase said time, said BHA must further have the right to charge to the Contractor, its heirs, assigns or sureties and to deduct from the final payment for the work all or any part, as may be deemed proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract and which accrue during the period of such extension, except that cost of final surveys and preparation of final estimate must not be included in such charges.

The time of completion will be extended and the Contractor must not be assessed with liquidated damages during any delay beyond the day named for completion of the work caused by Acts of God or acts of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes or delay of subcontractors due to such causes, provided the Contractor must notify the Engineer in writing of such cause or causes of delay within ten (10) days from the beginning of any such delay and includes in each monthly pay request the number of days of such delay which occurred in said pay period. Subject to and until entry of a judgment of a court of competent jurisdiction holding contrary to the decision of the Engineer's ascertainment of the facts of existence of such a cause of delay, the extent of the delay and of what constitutes a reasonable extension of time of completion in consequence thereof must be final and conclusive. Failure to give notice of cause of such time delay and failure of inclusion of the Contractor's request for extension based thereon in the monthly pay request as hereinabove provided will be deemed a waiver of right to extension of time for such cause subject only to impossibility of compromise therewith by the Contractor.

It is agreed that under no circumstances must the Contractor be excused from performance or entitled to any extra compensation or reimbursement because of any delay occasioned by or in any way arising out of any Acts of God or acts of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes or delay of subcontractors due to such causes.

8.7 DEFAULT BY CONTRACTOR

If the Contractor fails to begin delivery of material and equipment, to commence the work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain the work schedule which will insure the Agency's interest, or, if the Contractor is not carrying out the intent of the Contract, the Agency may serve written notice upon the Contractor and the Surety on its Performance Bond demanding satisfactory compliance with the Contract.

The Contract may be canceled by the BHA without liability for damage, when in the BHA's opinion the Contractor is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the work without the BHA's consent. In the event of such cancellation, the Contractor will be paid the actual amount due based on Contract unit prices or lump sums proposal and the quantity of the work completed at the time of cancellation, less damages caused to the BHA by acts of the Contractor. The Contractor, in having tendered a Proposal, must be deemed to have waived any and all claims for damages because of cancellation of Contract for any such reason. If the BHA declares the Contract canceled for any of the above reasons, written notice to that effect must be served upon the Surety. The Surety must, within 5 days, assume control and perform the work as successor to the Contractor.

If the Surety assumes any part of the work, it must take the Contractor's place in all respects for that part, and must be paid by the BHA for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default must be payable to the Surety as the work progresses, subject to the terms of the Contract.

If the Surety does not assume control and perform the work within 5 days after receiving notice of cancellation, or fails to continue to comply, the BHA may exclude the Surety from the premises. The Agency may then take possession of all material and equipment and complete the work by BHA forces, by letting the unfinished work to another Contractor, or by a combination of such methods. In any event, the cost of completing the work must be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the Agency. If the sums due under the Contract are insufficient for completion, the Contractor or Surety must pay to the BHA within 5 days after the Notice of Completion resolution, all costs in excess of the sums due.

The provisions of this subsection must be in addition to all other rights and remedies available to the BHA under law.

8.8 WORK AT NIGHT – Not Applicable

8.9 MAXIMUM LENGTH OF OPEN TRENCH

Except by special permission of the Engineer, the maximum length of open trench where prefabricated pipe is used must not be greater than 500 feet, or the distance necessary to accommodate the amount of pipe installed in a single day, whichever is the greater. The distance is the collective length, including excavation, construction, pipe laying, backfilling, and compaction at any one location.

Except by special permission of the Engineer, the maximum length of open trench in any one location where concrete structures are poured in place will be that which is necessary to permit the uninterrupted progress of construction of the concrete structure, with construction pursued as

follows: excavation, setting of reinforcing steel, pouring of floor slab, walls, and cover slab or arch are to follow each other without any one of these operations preceding the next nearest operation by more than 200 feet.

Except by special permission of the Engineer, the maximum length of open trench in any one location where prefabricated concrete box conduit is used will be that which is necessary to permit the uninterrupted progress of construction of the concrete structure with construction pursued as follows: excavation, setting of reinforcing steel, pouring of floor slab, erection of side walls, erection of cover slab, and pouring of filler spaces are to follow each other without any one of these operations preceding the next nearest operation by more than 200 feet.

8.10 LIMITED ACCEPTANCE OF WORK

At any time during the progress of the work, the BHA may, upon written notice to the Contractor, take over and utilize the whole or part of the work, or appurtenance thereto which has been completed, giving, if desired, permits to utilize the same. Such use by the BHA must constitute a limited acceptance of that part of the work so taken over and utilized which must relieve the Contractor and its sureties from responsibility for any damage to, or defect in, that part of the work not inherent in its construction which may be caused by the use of such part by the BHA or by property owners under its permits.

SECTION 9

MEASUREMENT AND PAYMENT

9.1 MEASUREMENT FOR PAYMENT

Measurement and calculations of quantities for payment will be as hereinafter specified for the particular material to be furnished or class of work to be performed, unless otherwise specified in the Special Provisions.

It must be understood that the unit prices or lump sum amounts proposal must include full compensation for furnishing all labor, materials, tools, and equipment and doing all work shown on the Plans or stipulated in the Specifications for that particular item of work, unless otherwise specified in the Special Provisions.

When payment is specified to be made on the basis of weight, the weighing must be done on certified platform scales, and the Contractor must furnish the Engineer with the duplicate Certified Weighmaster's Certificates showing the actual net weights. When weighing is done on certified scales at a mixing plant, duplicate weight delivery tickets will be accepted. One ticket must be furnished to the inspector at the plant and one ticket to the Engineer at the site of work. The BHA will accept the certificates as evidence of the weight delivered.

9.2 SCOPE OF PAYMENT

The Contractor must accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools, and equipment necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, except as hereinbefore provided or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified; and for completing the work according to the Plans and Specifications. Neither the payment of any estimate nor of any retained percentage must relieve the Contractor of any obligation to make good any defective work or material.

9.3 DEDUCTIONS FROM PAYMENTS

The BHA may, at its option and at any time, retain out of any amounts due the Contractor sums sufficient to cover any unpaid claims, provided that sworn statements of said claims must have been filed with the BHA.

9.4 SCHEDULE OF VALUES

Prior to the Contractor's application for the first progress payment, Contractor must submit a detailed breakdown of its bid by scheduled Work items and/or activities, including coordination responsibilities and project record document responsibilities. Where more than one subcontractor comprises the work of a work item or activity, the Schedule of Values must show a separate line item for each subcontract. Contractor must furnish such breakdown, of the total Contract Sum, by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum. The format and detail of the breakdown must be as directed by BHA to facilitate and clarify future progress payments to Contractor for direct Work under Contract Documents. This breakdown must be referred to as the Schedule of Values.

Contractor's overhead, profit, insurance, cost of bonds and/or other financing, as well as "general conditions costs," (e.g., site cleanup and maintenance, temporary roads and access, off site access roads, temporary power and lighting, security and the like), must be prorated through all activities so that the sum of all the Schedule of Values line items equal Contractor's total Contract Sum.

BHA will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by BHA, BHA will accept this Schedule of Values for use. BHA must be the sole judges of fair market cost allocations.

Any attempt to increase the cost of early activities, i.e., "front loading," will be rejected by BHA, resulting in a complete reallocation of monies until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work or refusal to process progress payments, until such time as the Schedule of Values is acceptable to BHA.

9.5 PAYMENTS AND MONTHLY ESTIMATES

The BHA Engineer will, after the award of Contract, establish a monthly payment closure date. This date will be the date which will terminate each working month during the life of the Contract for which a monthly payment is payable. The Contractor will, within 5 days after the established monthly payment closure date of each month during the period in which work is being performed, make and deliver to the BHA two signed copies of monthly Contract payment applications stating the amount or percentage of work completed according to the Contract, as of the closure date established, estimated on the basis of the unit or lump sum Contract prices. No allowance will be made for materials and equipment not incorporated into the work. The BHA will independently verify the Contractor's monthly payment application and create a monthly progress payment request. The BHA's determinations for the amounts or percentages of work completed are final.

Except as otherwise provided in a labor compliance program applicable to the Work or as otherwise required by Owner, concurrently with each Application for Payment, Contractor shall submit to Owner Contractor's and its Subcontractors' certified payroll records required to be maintained pursuant to Labor Code Section 1776 for all labor performed during pay periods ending during the period covered by the Application for Payment

The BHA will prepare a warrant in an amount sufficient with all previous payments to make the aggregate 95 percent of the amount earned as certified, provided, however, that the BHA at any time after 50 percent of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining partial payments in full, less authorized deductions.

The partial payments made as the work progresses will be payments on account and must in no way be considered as an acceptance of any part of the work or materials of the Contract, nor must they in any way govern the final estimate. Extra work will be paid for as specified in Section 4.3.3. Payments for unit price items will be made upon the basis of the unit prices proposal and the quantities of work done, calculated as hereinafter specified, for each particular item of work. However, where several types of work are included in a unit price item, the BHA will make partial payment for the portions of such work as are completed at the time of making the monthly estimates. All monies due the Contractor under the Contract will be paid on demand by the BHA, prepared and approved as required by law, and it is understood that any delay in the preparation, approval and payment of these demands will not constitute a breach of Contract on the part of the BHA.

Payments for lump sum items will be based upon the lump sum proposal and the BHA's estimate as

to the percentage of completion.

9.6 PAYMENT FOR EXTRA WORK

Payment for extra work will be made as provided by Section 4.3.3. Where payment is to be made on a force account basis, the Contractor and the BHA's representative must compare records of extra work performed by the Contractor on a force account basis at the end of each day. Copies of these records will be made in duplicate by the BHA's representative and must be signed by both the inspector and the Contractor's Representative, one copy being forwarded to the Contractor and one copy to the BHA. Bills for extra work must be signed by the Contractor and submitted to the BHA.

Each month the Contractor must include in the monthly payment application an estimate of the amount or cost of extra work performed as included in approved Contract Change Orders. The Contractor must submit, at the same time it returns the signed monthly payment application, a complete itemized statement of claim for all costs of extra work performed. Failure to include such a statement or claim for extra work for the pay period, or failure to deliver a complete statement for extra work in excess of that estimated by the BHA Engineer, must constitute a waiver on the part of the Contractor to any claim for payment for extra work not therein included.

9.6.1 Method of payment for extra work approved as specified in Section 4 under unit price or lump sum amounts or at stipulated prices must be the same as that for Contract items as set forth in this Section.

9.6.2 Payment for extra work by Contractor's force account must be made in the following manner:

Upon verification by the Engineer of the Contractor's statement for force account work, a claim will be prepared upon the proper claims form for approval of the BHA Engineer and presentation to the BHA Executive Director, for his/her approval and direction.

9.7 FINAL PAYMENT

Upon completion of the Contract work, the BHA Engineer will, upon acceptance of the work by the BHA and 35 days after the date of recordation of the Notice of Completion, present the Contractor's claim for the balance of the total Contract price, less any sums which may lawfully be retained under the Contract.

Unless qualified by the Contractor under the procedure established in Section 9.5 hereof, the final progress payment request of the BHA Engineer must be taken as conclusive evidence of the amount of work done under the Contract. If the Contractor qualified its acceptance of the final progress payment and the parties fail to agree prior to the termination of the 35-day period after recordation of Notice of Completion, the final payment must not be delayed but must be made in accordance with the BHA Engineer's determination, subject to further claim of the Contractor and compliance by BHA with court order.

SECTION 10

CLAIMS BY CONTRACTOR

10.1 OBLIGATION TO FILE CLAIMS FOR DISPUTED WORK

10.1.1 Should it appear to Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of this Contract, performance of the Contract, and/or compliance with Contract procedures, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER, then Contractor shall first follow all other procedures set forth in the Contract Documents and Standard Specifications. If a dispute remains, then Contractor shall give written notice to BHA that expressly invokes this Section 10. BHA shall decide the issue in writing within 15 days; and BHA's written decision shall be final and conclusive. If Contractor disagrees with BHA's decision, or if Contractor contends that BHA failed to provide a decision timely, then Contractor's SOLE AND EXCLUSIVE REMEDY is to promptly file a written claim setting forth Contractor's position as required herein.

10.1.2 Contractor shall present as its claims all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. BHA shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any Surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.

10.2 FORM AND CONTENTS OF CLAIM

10.2.1 Contractor's written claim must be submitted via registered mail or certified mail with return receipt requested and must identify itself as a "Claim" under this Section 10 and must include the following: (i) a narrative of pertinent events; (ii) citation to Contract provisions; (iii) theory of entitlement; (iv) complete pricing of all cost impacts; (v) a time impact analysis of all time delays that shows actual time impact on the critical path; (vi) reasonable documentation supporting items (i) through (v); and (vii) a verification under penalty of perjury of the claim's accuracy. The Claim shall be submitted to BHA within thirty (30) calendar days of receiving BHA's written decision, or the date Contractor contends such decision was due, shall be priced like a change order, and must be updated monthly as to cost and entitlement if a continuing claim. Routine Contract materials, for example, correspondence, RFI, change order requests, or payment requests shall not constitute a Claim. Contractor shall bear all costs incurred in the preparation and submission of a Claim.

10.2.2 Upon receipt of a Claim, BHA shall conduct a reasonable review of the Claim. Within 45 days, or such expended period as BHA and Contractor may agree, BHA shall provide Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed.

10.2.3 If BHA's governing body must approve BHA's response to the Claim and the governing body has not met within the 45-day (or extended) period, then BHA shall provide its written statement within three (3) days of the governing body's meeting.

10.2.4 BHA shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.

10.2.5 Claims must be submitted on or before the day of final payment. Claims not submitted before final payment are deemed waived.

10.2.6 Notwithstanding and pending the resolution of any claim or dispute, Contractor shall diligently prosecute the disputed work to final completion in accordance with BHA's determination.

10.3 INFORMAL CONFERENCE AFTER CLAIM SUBMISSION

10.3.1 If the Contractor disputes BHA's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail, return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. BHA shall schedule such a meet and confer conference within 30 days for settlement of the dispute.

10.3.2 Within ten (10) days of the meet and confer conference BHA shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed.

10.3.3 BHA shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.

10.4 MEDIATION

10.4.1 If the Contractor disputes BHA's statement provided under Paragraph 10.3(B) it shall inform BHA and the parties shall mutually agree to a mediator within 10 business days of the written statement. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

10.4.2 Mediation shall be confidential and non-binding. Unless otherwise agreed, by the parties or as provided in this Paragraph 10.4, the mediation shall be pursuant to the construction mediation procedures of JAMS and held at the JAMS office closest to the Project site.

10.4.3 The cost of mediation shall be equally shared by all parties to the mediation. The parties shall, prior to the commencement of mediation upon notice of the other party, exchange relevant, non-privileged project documents in compliance with Code of Civil Procedure Sections 2031.010, et seq. The parties may agree mutually to engage in additional discovery prior to mediation. Should the parties proceed with additional discovery, they shall, unless mutually agreed otherwise, comply with Code of Civil Procedure Sections 2019, et. seq. The mediator will undertake to resolve any discovery disputes relating to the mediation.

10.4.4 For Claims under \$375,000, unless the parties agree otherwise in writing, mediation pursuant to this Paragraph 10.4 shall excuse the mediation obligation under Public Contract Code Section 20104.4(a).

10.4.5 If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be resolved as otherwise provided by the Contract and applicable law.

10.4.6 Following receipt of a Claim, the parties may mutually agree, in writing, to waive the mediation requirements of this Paragraph 10.4 and proceed to the commencement of a civil action.

10.4.7 All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion.

10.5 OTHER MATTERS

10.5.1 The provisions of this Section 10 constitute a non-judicial claim settlement procedure that, pursuant to Government Code Section 930.2, shall constitute a condition precedent to submission of a valid Government Code Claim under the Government Code. Contractor shall bear all costs incurred in the preparation, submission and administration of a claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein and the previous dispositions under Paragraphs 10.3 and 10.4 above of the claims asserted. No suit may be brought against BHA arising out of or in connection with the Project unless and until Contractor presents to BHA a statutory Government Code Claim, in accordance with Government Code Sections 910, et seq. Pursuant to Government Code Section 930.2, the one-year period in Government Code Section 911.2 shall be reduced to 150 days from either accrual of the cause of action, substantial completion or termination of the Contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.

10.5.2 Failure to submit and administer claims as required in Section 10 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Section 10 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.

10.5.3 Contractor shall submit Subcontractor claims in the same manner as other Claims. In the event a Subcontractor (on behalf of the Subcontractor or a lower-tier subcontractor) requests Contractor in writing to present a Claim to the BHA and furnishes reasonable documentation supporting the Claim, Contractor shall, within 45 days of receipt of the written request, notify the Subcontractor in writing as to whether the Contractor presented the claim to BHA and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not doing so.

10.5.4 All waivers or modifications of this Section 10 may only be made a writing signed by BHA and Contractor, and approved as to form by legal counsel for both; oral or implied modifications shall be ineffective.

10.5.5 Any failure by BHA to respond within any time frame contained in Paragraphs 10.2 through 10.5 of this Section shall result in the Claim being deemed rejected in its entirety. No failure to meet a time requirement shall constitute an adverse finding with regards to the merits of the Claim or the responsibility or qualifications of the Contractor.

10.6 COMPLIANCE WITH STATUTORY PROCEDURES

10.6.1 The foregoing provisions of Paragraphs 10.2 through 10.5 are intended to comply with Public Contract Code Section 9204 and, to the extent applicable, Public Contract Code Section 20104, et seq. In the event of any conflict, the applicable Public Contract Code provision will apply.

10.6.2 This project is subject to Federal Davis Bacon regulations. The General Contractor must follow required regulations to comply.

LABOR STANDARDS AND CIVIL RIGHTS: Contractor agrees to comply with the requirements of the Secretary of Labor and the latest amendments to: Executive Orders 11246 and 11375, as supplemented in Department of Labor regulations (41 C.F.R. chapter 60); the Copeland “Anti-Kickback” Act (18 U.S.C. § 847) as supplemented in Department of Labor regulations (29 C.F.R. part 3); Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §§ 1701 et seq.); Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000); Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §§ 5301 et seq.); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 701 et seq.). Contractor agrees to comply with the requirements of all other applicable federal, State, and local laws and regulations.

STATE LABOR STANDARDS & WAGE REQUIREMENTS: In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow the State Labor Standards. State Labor Standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The prevailing rate of per diem wages are on file at the Housing Authority of the City of Benicia, OFFICE ADDRESS, and are available to any interested party on request. The Contractor’s duty to pay State prevailing wages can be found under Labor Code Section 1770. et. seq. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employee apprentices including forfeitures and debarment.

FEDERAL PREVAILING WAGE STATEMENT: This is a federally assisted construction contract. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. In the event of a conflict between Federal and State wage rates, the higher of the two will prevail.

CERTIFIED PAYROLL SUBMISSION TO THE HOUSING AUTHORITY OF THE CITY OF BENICIA: Pursuant to the provisions of Labor Code Section 1776, Contractor shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractor in connection with the work. Such payroll records for Contractor and all subcontractors shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor pursuant to the provisions of Section 1776 of the Labor Code. Contractor’s failure to furnish such records to City or City’s authorized Labor Compliance representative in the manner provided herein for notices shall entitle City to withhold the penalty prescribed by law from progress payments due to Contractor.

Each contractor and every subcontractor and supplier shall be required to submit certified

payrolls and labor compliance documentation electronically at the discretion and manner specified by the Housing Authority of the City of Benicia.

SECTION 3 STATEMENT: This is a HUD Section 3 covered construction contract and requires compliance with the Section 3 Business and Worker goals outlined in Section 3 of the Housing and Urban Development Act. Bidders must complete and sign the Declaration of Intent to Comply with Section 3 Requirements form and submit with bid. Failure to do so may disqualify the bid.

The awarded prime contractor and subcontractors of all tiers must work with the Labor Compliance Officer to create Section 3 Commitment and Outreach Efforts plans. The Contractor and subcontractors must, to the greatest extent possible, provide training, employment, contracting, and other economic opportunities to low and very low-income persons and local businesses.

The benchmark for Section 3 workers is set at 25% or more of the total number of labor hours to be worked on the Project. The benchmark for Targeted Section 3 workers is set at 5% or more of the total number of labor hours worked on the Project. Contractor is allowed to count the Targeted Section 3 worker hours from the Section 3 worker hours.

The benchmark for Section 3 Business Concern is set at 10% or more of the total construction dollars to be awarded to local and qualified Section 3 businesses. The benchmark for Section 3 Business Concern is set at 3% or more of the total non-construction dollars to be awarded to local and qualified Section 3 businesses.

CONTRACTOR INFORMATION

Company Name _____

Address _____

Telephone _____ Fax _____ E-mail _____

Type of Firm: Individual () Partnership () Corporation ()

Corporation organized under the laws of the State of _____

Contractor's License Number _____ State ____ Classification _____ Expiration Date _____

DIR Registration Number _____ Expiration Date _____

Names and titles of all officers of the firm

Please circle all categories that are applicable to the company:

Ethnicity of Company Owner or Ownership

- Asian/Pacific American
- Black American
- Hasidic Jews
- Hispanic American
- Native American
- White American

Section 3 Certified Business Concern

- Section 3 Qualified Business

Certified Business Status

- Disadvantaged Business
- Local Small Business
- Minority Owned Business
- Women Owned Business

CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS

Bidder must list all subcontracts, regardless of dollar amount or percentage of bid.

PROJECT NAME _____

AWARDING AGENCY _____

Location: _____

Project Number: _____

SUBCONTRACTORS: Name, Address, and Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED

Signature

Name and Title

Date

Company Name

NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

Federal Compliance Form - to be submitted with Bid

TO:

(Name of Labor Union, Workers Representative, etc.)

(Address)

Name of Business (Contractor): _____

Project Name: _____ Project Number: _____

The Undersigned currently holds a contract with _____ involving funds of the U, S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(Print Name)

By: _____
(Signature)

(Date)

(Title)

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

**U.S. Department of Housing
and Urban Development**
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address	By
	Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

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

- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

- (5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

- (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

- (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

- (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

- (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

- (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) 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 classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
 1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that 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 be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
 - C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.

iv. Fringe benefits not expressed as an hourly rate

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working 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

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
 - iv **Required disclosures and access**
 - A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

- A. **Rate of pay** Apprentices 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 a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. **Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. **Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii **Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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

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

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

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

- 1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
- 3. Withholding for unpaid wages and liquidated damages**
 - i. Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B.** A contracting agency for its procurement costs;
 - C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
 - D.** A contractor’s assignee(s);
 - E.** A contractor’s successor(s); or
 - F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- 4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

FEDERAL LOBBYIST CERTIFICATION

Name of Firm: _____

Address: _____

State: _____ Zip Code: _____ Telephone Number: () _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the body awarding this federally assisted construction contract:

1. No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress In connection with the awarding of any Federal contract, the making of and Federal grant¹ loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress In connection with this federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying". in accordance with Its instructions, and;
3. The above name firm shall require that the language of this certification be Included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

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

Authorized Official:

(Print Name)

By: _____
(Signature)

(Date)

(Title)

NON-SEGREGATED FACILITIES CERTIFICATION

Federally Assisted Construction Projects

The federally assisted construction contractor/subcontractor/materials provider certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor/subcontractor/materials provider agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor/subcontractor/materials provider agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers are prescribed in 18 U.S.C. 1001.

Date: _____

Project Number: _____

Company: _____

Address: _____

By: _____

Title: _____

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____ being first duly sworn, deposes and

says that he is _____
(Sole owner, partner, president, secretary, etc.)

of _____
the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that such bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Date

Bidder

Authorized Signature

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

Name (Print/Type)

Title

On _____, 2022 before me, _____,

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(Notary Seal)

Signature of Notary Public

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857, *et seq.*, the Federal Water Pollution Control Act, as amended, 33 USC 1251, *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner the following:

1. A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

Name of Contractor

Address

Signature and Title

Date

WORKER'S COMPENSATION CERTIFICATION

I certify, by my signature below, that I am aware of the provisions of Section 3700 of the California Labor Code. §3700 requires every employer be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code. I further certify that I will comply with such provisions before commencing the performance of the work of this contract.

Date: _____ Project Number: _____

Project Name: _____

Company Name: _____

Address: _____

Print Name: _____

Title: _____

Signature: _____

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE**

HUD FORM 4230A

OMB Approval Number 2501-0011
(Exp. 8/31/2022)

1. FROM (name and address of requesting agency)	2. PROJECT NAME AND NUMBER
	3. LOCATION OF PROJECT (City, County and State)

4. BRIEF DESCRIPTION OF PROJECT	5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway
---------------------------------	---

6. WAGE DECISION NO. (include modification number, if any) <input type="checkbox"/> COPY ATTACHED	DATE of WAGE DECISION:	7. WAGE DECISION EFFECTIVE DATE (LOCK-IN):
--	------------------------	--

8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)

9. PRIME CONTRACTOR (name, address)	9a. <input type="checkbox"/> Agree <input type="checkbox"/> Disagree	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)
9b. SIGNATURE	DATE	

Check All That Apply:

The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.

The proposed classification is utilized in the area by the construction industry.

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

The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).

Supporting documentation attached, including applicable wage decision.

Check One:

Approved, meets all criteria. DOL confirmation requested.

One or more classifications fail to meet all criteria. DOL decision requested.

<p style="text-align: center;">_____</p> <p style="text-align: center;">Agency Representative (Typed name and signature)</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>	<p>FOR HUD USE ONLY LR2000:</p> <p>Log in:</p> <p>Log out:</p>
	<p style="text-align: center;">_____</p> <p style="text-align: center;">Phone Number</p>	

DECLARATION OF INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

As a minimum requirement for consideration of a contract award, the Bidder/Proposer shall declare his/her intent to comply with Section 3 (24 CFR 75) of the Housing and Urban Development Act of 1968, as amended (Section 3). The Bidder/Proposer is obliged, to the greatest extent feasible, to give opportunities for training and employment to low-income and very low-income persons residing in the service area or neighborhood in which the covered Section 3 project/service is located, and/or to award subcontracts to other Section 3 business concerns that provide economic opportunities for Section 3 workers and Targeted Section 3 workers.

Bidder/Proposer agrees that, as a condition of responsiveness to the solicitation and prior to recommendation for contract award by the Local Contracting Agency (LCA), he/she will agree to comply with the Section 3 requirements by including the Section 3 contract language in the contract, to the greatest extent feasible, to meet the Section 3 benchmarks and report all accomplishments with required documentation on a quarterly basis for the duration of the contract.

The Section 3 benchmarks apply to all Section 3 covered contracts as follows:

- Public housing financial assistance benchmarks:
 - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed, and
 - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed of which is included as part of the 25% threshold in the previous bullet.
- Community development financial assistance benchmarks:
 - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed on a Section 3 project, and
 - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project of which is included as part of the 25% threshold in the previous bullet.

Failure of the Bidder/Proposer to agree to comply with the Section 3 requirements and reporting obligations shall be grounds for determining the Bidder/Proposer non-responsive, and no further consideration for contract award shall be granted.

I declare under penalty of perjury under the laws of the State of California that we agree to comply with the Section 3 requirements as stated above.

Name of Contractor/Subcontractor

Address

Print Name

Title

Signature

Date

SECTION 3 BUSINESS CONCERN CERTIFICATION

Business Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____ **Email Address:** _____

This business is a Section 3 business concern based on one of the following categories, as documented:

A. Business is 51% or more owned by low- or very low-income persons,
(Attach a Section 3 Worker Certification(s) for each owner to this certification.)

B. Over 75 percent (75%) of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers,

Provide the following information for the prior three-month period:

- Indicate total number of labor hours performed by Section 3 workers: _____ Hours
- Indicate total number of labor hours performed by all workers: _____ Hours
- Calculate the percentage of labor hours by Section 3 workers: _____ %

(Attach the Section 3 Worker Certifications and Section 3 Labor Hours Reports.)

or

C. Business is 51% or more owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(Attach proof of public housing or Section 8-assisted housing residence.)

(NOTE: FAILURE OF THE BUSINESS TO PROVIDE THE REQUIRED DOCUMENTATION AS NOTED ABOVE SHALL BE GROUNDS FOR THE LCA TO DETERMINE THE BUSINESS A NON-SECTION 3 BUSINESS CONCERN.)

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Signature

Title

Date

TO BE COMPLETED BY LOCAL CONTRACTING AGENCY STAFF

This business meets the following category:

- 51% owned by low- or very low-income persons,
- 75% of labor hours performed by Section 3 workers, or
- 51% currently owned and controlled by public housing or Section 8-assisted housing residents.

Approved by: (Print Name) _____ **Signature:** _____ **Date:** _____

CONTRACTOR FRINGE BENEFIT STATEMENT

Contract Number / Name:	Contract Location:	Today's Date:
-------------------------	--------------------	---------------

Contractor / Subcontractor Name:	Business Address:
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In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees on the various classes of work are tabulated below.

Classification:	Effective Date:	Subsistence or Travel Pay: \$ _____
-----------------	-----------------	--

FRINGE BENEFITS	Health & Welfare	\$ _____	PAID TO:	Name: _____	Address: _____
	Pension	\$ _____	PAID TO:	Name: _____	Address: _____
	Vacation/ Holiday	\$ _____	PAID TO:	Name: _____	Address: _____
	Training and/or Other	\$ _____	PAID TO:	Name: _____	Address: _____

Classification:	Effective Date:	Subsistence or Travel Pay: \$ _____
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FRINGE BENEFITS	Health & Welfare	\$ _____	PAID TO:	Name: _____	Address: _____
	Pension	\$ _____	PAID TO:	Name: _____	Address: _____
	Vacation/ Holiday	\$ _____	PAID TO:	Name: _____	Address: _____
	Training And/or Other	\$ _____	PAID TO:	Name: _____	Address: _____

Classification:	Effective Date:	Subsistence or Travel Pay: \$ _____
-----------------	-----------------	--

FRINGE BENEFITS	Health & Welfare	\$ _____	PAID TO:	Name: _____	Address: _____
	Pension	\$ _____	PAID TO:	Name: _____	Address: _____
	Vacation/ Holiday	\$ _____	PAID TO:	Name: _____	Address: _____
	Training And/or Other	\$ _____	PAID TO:	Name: _____	Address: _____

Supplemental statements must be submitted during the progress of work should a change in rate of any of the classifications be made.

Submitted: Contractor / Subcontractor	By: Name / Title
---------------------------------------	------------------

Date _____

I, _____
 (Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
 (Contractor or Subcontractor)

_____;
 (Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

"General Decision Number: CA20240007 04/12/2024

Superseded General Decision Number: CA20230007

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 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 2024.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all
---	---

hours spent performing on |
 that contract in 2024. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	01/19/2024
3	02/09/2024
4	02/16/2024
5	03/01/2024
6	03/08/2024
7	04/12/2024

* ASBE0016-001 01/01/2024

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.....	\$ 84.76	25.07
Area 2.....	\$ 64.56	25.07

 ASBE0016-007 01/01/2021

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

Rates Fringes

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

AREA 1.....	\$ 30.45	10.60
AREA 2.....	\$ 36.53	9.27

BOIL0549-002 01/01/2021

Rates Fringes

BOILERMAKER

(1) Marin & Solano Counties.	\$ 49.62	41.27
(2) Remaining Counties.....	\$ 45.60	38.99

BRCA0003-001 08/01/2022

Rates Fringes

MARBLE FINISHER.....	\$ 39.20	18.31
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BRCA0003-004 05/01/2022

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.....	\$ 49.32	22.65
AREA 2.....	\$ 53.69	26.03

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

BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 41.93	18.98
TERRAZZO WORKER/SETTER.....	\$ 56.84	27.53

BRCA0003-010 04/01/2022

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 31.12	16.11
Area 2.....	\$ 30.90	17.87
Area 3.....	\$ 33.86	17.74
Area 4.....	\$ 31.89	17.18
Tile Layer		
Area 1.....	\$ 51.02	19.35
Area 2.....	\$ 50.66	20.77
Area 3.....	\$ 55.41	20.87
Area 4.....	\$ 52.28	20.79

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 08/01/2022

	Rates	Fringes
MARBLE MASON.....	\$ 56.98	28.54

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69

Manifold Operator (Standby).\$ 59.51 34.69

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 07/01/2021

 Rates Fringes

Piledriver.....\$ 54.10 34.69

CARP0035-001 08/01/2020

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.....	\$ 52.65	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1.....	\$ 26.33	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

 CARP0035-009 07/01/2020

Marin County

Rates Fringes

CARPENTER

Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....		
	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

 CARP0035-010 07/01/2020

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.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

 CARP0046-001 07/01/2023

El Dorado (West), Placer (West), Sacramento and Yolo Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 54.66	33.52
Journeyman Carpenter.....	\$ 54.51	33.52
Millwright.....	\$ 57.01	35.11

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 07/01/2023

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),
Sierra, Sutter and Yuba Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 53.31	33.52
Journeyman Carpenter.....	\$ 53.16	33.52
Millwright.....	\$ 55.66	35.11

CARP0152-003 07/01/2020

Amador County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82

Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

 CARP0180-001 07/01/2021

Solano County

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

 CARP0751-001 07/01/2021

Napa and Sonoma Counties

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

 CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama
 and Trinity Counties

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82

Millwright.....\$ 47.92 32.41

ELEC0180-001 06/01/2023

NAPA AND SOLANO COUNTIES

Rates Fringes

CABLE SPLICER.....\$ 63.07 3%+26.88

ELECTRICIAN.....\$ 56.06 3%+26.88

ELEC0180-003 12/01/2023

NAPA AND SOLANO COUNTIES

Rates Fringes

Sound & Communications

Installer.....\$ 48.44 27.60

Technician.....\$ 55.71 27.82

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 08/01/2022

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.....	\$ 45.06	34.09
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 01/01/2022

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.....	\$ 42.50	20.95
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ZONE RATE:

70-90 miles - \$8.00 per hour
91+ miles - \$10.00 per hour

ELEC0551-004 06/01/2023

MARIN AND SONOMA COUNTIES

Rates Fringes

ELECTRICIAN.....	\$ 56.92	30.16
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ELEC0551-005 11/01/2023

MARIN & SONOMA COUNTIES

Rates Fringes

Sound & Communications

Installer.....	\$ 46.64	25.55
Technician.....	\$ 53.64	25.76

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 01/01/2024

MODOC and SISKIYOU COUNTIES

Rates Fringes

ELECTRICIAN.....	\$ 45.00	19.88
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 ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

Rates Fringes

Line Construction

(1) Cable Splicer.....	\$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 60.54	4.5%+22.15
(3) Tree Trimmer.....	\$ 37.84	4.5%+14.30
(4) Line Equipment Man.....	\$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen.....	\$ 40.37	4.5%+14.30
(6) Groundman.....	\$ 33.37	4.5%+14.30

 ELEC1245-004 06/01/2022

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

Rates Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2024

Rates Fringes

ELEVATOR MECHANIC.....\$ 80.76 37.885+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 08/01/2023

Rates Fringes

Dredging: (DREDGING:
CLAMSHELL & DIPPER DREDGING;
HYDRAULIC SUCTION DREDGING:)

AREA 1:		
(1) Leverman.....	\$ 57.95	37.55
(2) Dredge Dozer; Heavy duty repairman.....	\$ 52.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 51.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 48.57	37.55
AREA 2:		

(1) Leverman.....\$ 59.95	37.55
(2) Dredge Dozer; Heavy duty repairman.....\$ 54.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....\$ 53.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 50.57	37.55

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

SEE AREA DESCRIPTIONS BELOW

Rates Fringes

OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)

GROUP 1

AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28

GROUP 2

AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28

GROUP 3

AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

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

ENGI0003-038 06/28/2023

""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.....	\$ 60.72	31.03
GROUP 2.....	\$ 59.19	31.03
GROUP 3.....	\$ 57.71	31.03
GROUP 4.....	\$ 56.33	31.03
GROUP 5.....	\$ 55.06	31.03
GROUP 6.....	\$ 53.74	31.03
GROUP 7.....	\$ 52.60	31.03
GROUP 8.....	\$ 51.46	31.03
GROUP 8-A.....	\$ 49.25	31.03

OPERATOR: Power Equipment
(Cranes and Attachments -
AREA 1:)

GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15

OPERATOR: Power Equipment
(Piledriving - AREA 1:)

GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15

OPERATOR: Power Equipment

(Steel Erection - AREA 1:)

GROUP 1

Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15

GROUP 2

Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15

GROUP 3

Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15

GROUP 4

Cranes.....	\$ 48.00	31.15
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GROUP 5

Cranes.....	\$ 46.70	31.15
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OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)

SHAFTS, STOPES, RAISES:

GROUP 1.....	\$ 56.82	31.03
GROUP 1-A.....	\$ 49.99	31.15
GROUP 1A.....	\$ 59.29	31.03
GROUP 2.....	\$ 55.56	31.03
GROUP 3.....	\$ 54.23	31.03
GROUP 4.....	\$ 53.09	31.03
GROUP 5.....	\$ 51.95	31.03

UNDERGROUND:

GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination

backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumcrete 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: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS

NOTED BELOW:

DEL NORTE COUNTY:

Area 1: Extreme Southwest corner

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

MENDOCINO COUNTY:

Area 1: Central and Southeastern Parts

Area 2: Remainder

IRON0118-012 01/01/2024

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	34.20

IRON0118-013 01/01/2024

AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MARIN, NAPA, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA,
SUTTER, TEHAMA, YOLO and YUBA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 47.45	34.90

LABO0067-003 06/26/2023

AREA "1" - MARIN and NAPA COUNTIES

AREA "2" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY,
YOLO, AND YUBA COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Marin and Napa Counties.....	\$ 36.50	28.34
Remaining Counties.....	\$ 35.50	28.34

LABO0067-005 06/27/2022

AREA "A" - ALAMEDA, CONTRA COSTA, 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, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person		
Area A.....	\$ 36.01	26.10
Area B.....	\$ 35.01	26.10
Traffic Control Person I		
Area A.....	\$ 36.31	26.10
Area B.....	\$ 35.31	26.10
Traffic Control Person II		
Area A.....	\$ 33.81	26.10
Area B.....	\$ 32.81	26.10

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0185-002 07/01/2023

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.....	\$ 36.29	25.55
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LABO0185-005 06/26/2023

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.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunner & 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 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)

Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30

GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)

(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

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 07/01/2023

Rates Fringes

Plasterer tender.....\$ 39.77 28.54

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

LABO0261-002 07/01/2023

MARIN COUNTY

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..\$ 37.26 27.30

Traffic Control Person I...\$ 37.56 27.30

Traffic Control Person II...\$ 35.06 27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-004 06/26/2023

MARIN COUNTY

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....\$ 45.89 27.72

GROUP 2.....\$ 45.66 27.72

GROUP 3.....\$ 45.41 27.72

GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunner & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-007 07/01/2023

MARIN COUNTY

Rates Fringes

LABORER

Mason Tender-Brick.....	\$ 37.54	25.55
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LABO0261-010 06/26/2023

MARIN COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT
LABORERS - AREA A:)

Construction Specialist Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30

GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty Period.....	\$ 29.94	27.30

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

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: Gunit laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-015 07/01/2023

Rates Fringes

Plasterer tender.....\$ 39.77 28.54

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

LABO0324-004 07/01/2023

NAPA, SOLANO, AND SONOMA, COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..\$ 36.26 27.30

Traffic Control Person I...\$ 36.56 27.30

Traffic Control Person II...\$ 34.06 27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-008 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....\$ 45.89 27.72

GROUP 2.....\$ 45.66 27.72

GROUP 3.....\$ 45.41 27.72

GROUP 4.....\$ 44.96 27.72

GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunner & 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 07/01/2023

SOLANO AND SONOMA COUNTIES

Rates	Fringes
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LABORER

Mason Tender-Brick.....	\$ 36.84	26.24
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LABO0324-013 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

Rates	Fringes
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LABORER (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist

Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30

GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)

(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

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 bucket; 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:

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C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

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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 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54

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

PAIN0016-004 01/01/2024

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 50.51	27.66

PREMIUMS:

EXOTIC MATERIALS - \$1.25 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 01/01/2024

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.....\$ 56.28 29.94

PAIN0016-007 01/01/2024

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:.....\$ 40.85 22.40

SPRAY/SANDBLAST: \$0.50 additional per hour.
EXOTIC MATERIALS: \$1.25 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 01/01/2024

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates Fringes

SOFT FLOOR LAYER.....\$ 59.00 33.03

PAIN0169-004 01/01/2024

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.....\$ 56.22 34.00

* PAIN0567-001 07/01/2022

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.....	\$ 33.15	14.29
Spray Painter & Paperhanger.	\$ 34.81	14.29

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 07/01/2022

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.....	\$ 34.27	16.47
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PAIN0567-010 07/01/2022

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.....	\$ 38.92	14.99
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 40.42	14.99

PAIN0767-004 01/01/2024

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.....\$ 43.25 35.62

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 07/01/2022

HIGHWAY IMPROVEMENT

Rates Fringes

Parking Lot Striping/Highway
 Marking:

GROUP 1.....\$ 40.83 17.62
 GROUP 2.....\$ 34.71 17.62
 GROUP 3.....\$ 35.11 17.62

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 01/01/2024

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.....\$ 48.54 26.59

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 07/01/2016

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 32.15 23.27

PLUM0038-002 07/01/2022

MARIN AND SONOMA COUNTIES

Rates Fringes

PLUMBER (Plumber,
Steamfitter, Refrigeration
Fitter)

(1) Work on wooden frame
structures 5 stories or
less excluding high-rise
buildings and commercial
work such as hospitals,
prisons, hotels, schools,
casinos, wastewater
treatment plants, and
resarch facilities as well
as refrigeration
pipefitting, service and
repair work - MARKET
RECOVERY RATE.....\$ 69.70 46.38
(2) All other work - NEW
CONSTRUCTION RATE.....\$ 82.00 48.18

PLUM0038-006 07/01/2022

MARIN & SONOMA COUNTIES

Rates Fringes

Landscape/Irrigation Fitter
(Underground/Utility Fitter).....\$ 69.70 33.15

PLUM0228-001 01/01/2024

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

Rates Fringes

PLUMBER.....\$ 46.75 39.29

PLUM0343-001 07/01/2022

NAPA AND SOLANO COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER
Light Commercial.....\$ 30.85 20.40
All Other Work.....\$ 58.00 40.48

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 08/01/2023

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 52.14 18.71

PLUM0355-001 07/01/2022

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.....	\$ 32.22	17.55

PLUM0442-003 01/01/2024

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 52.90	36.39

PLUM0447-001 07/01/2023

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.....	\$ 61.12	28.75
Light Commercial Work.....	\$ 36.23	17.72

ROOF0081-006 08/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 52.47	22.31

ROOF0081-007 08/01/2023

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.....	\$ 46.73	21.36

SFCA0483-003 01/01/2024

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 74.63	38.51

SFCA0669-003 01/01/2024

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.....	\$ 46.46	27.97

SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
\$200,000 or less.....	\$ 55.92	45.29
All other work.....	\$ 64.06	46.83

SHEE0104-009 07/01/2021

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

	Rates	Fringes
SHEET METAL WORKER.....	\$ 47.85	41.90

SHEE0104-010 07/01/2020

AIPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.50	37.42

SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

Rates Fringes

Sheet Metal Worker (Metal decking and siding only).....\$ 44.45 35.55

SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

Rates Fringes

SHEET METAL WORKER (Metal Decking and Siding only).....\$ 44.45 35.55

SHEE0104-019 07/01/2020

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

Rates Fringes

SHEET METAL WORKER
Mechanical Jobs \$200,000 & under.....\$ 35.16 35.88
Mechanical Jobs over \$200,000.....\$ 46.60 40.21

TEAM0094-001 07/01/2022

Rates Fringes

Truck drivers:
GROUP 1.....\$ 36.95 31.14
GROUP 2.....\$ 37.25 31.14
GROUP 3.....\$ 37.55 31.14
GROUP 4.....\$ 37.90 31.14
GROUP 5.....\$ 38.25 31.14

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the 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 National Office because National Office has 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.

END OF GENERAL DECISION"