

REQUEST FOR PROPOSALS  
FOR  
REPLACEMENT OF THREE ELEVATORS AT AN APARTMENT COMPLEX IN  
SANTA BARBARA, CALIFORNIA

Prepared by the Housing Authority of the City of Santa Barbara

May 2017

808 Laguna Street  
Santa Barbara, CA 93101

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## **INVITATION FOR REQUEST FOR PROPOSAL**

The Housing Authority of the City of Santa Barbara is soliciting a request for proposals (RFP) for the replacement of three elevators at an apartment complex located at 721 Laguna Street in Santa Barbara, California. The scope of work consists of but is not limited to the removal of the existing three elevators and installation of three new elevators.

The Housing Authority will receive RFP's until 1:00 p.m. on the 31 day of May, 2017 for the proposed work at the Housing Authority's Property and Development office located at 702 Laguna Street, Santa Barbara, California 93101.

RFP documents, including RFP specifications, may be obtained by visiting the Housing Authority's web site at [www.hacsb.org](http://www.hacsb.org), clicking on Business Opportunities then on RFPs.

All proposers will be required to certify that they are not on the federal Consolidated List of Debarred, Suspended and Ineligible Contractors. The Contract documents required to accompany all proposals (Representations, Certifications, and Other Statements of Bidders (form HUD-5369A) Form of Bid, Form of Non-Collusive Affidavit, MBE/WBE Affidavit, Section 3 Eligibility Questionnaire) shall be in an envelope which shall be clearly labeled with the words "Request for Proposal," and show the project identifications, name of bidder, name of project and date and time of opening.

All labor is required to be paid at a rate not less than the greater amount of the current Federal Davis-Bacon Prevailing Wage and State Prevailing Wage (published with RFP documents).

In the event that the Housing Authority awards a Contract under these Contract Documents in excess of \$25,000, the successful proposer shall be required to post both a Performance Bond or equivalent security and a Payment Bond and furnish evidence of Workers Compensation and Liability insurance in the favor and amount as required by these Contract documents.

The successful proposer will be required to comply with all nondiscrimination laws and regulations pursuant to the provisions of Section 8.08 of Item VIII, General Conditions.

The Housing Authority reserves the right to utilize a joint control firm for purposes of valuing the work done or disbursement of payments or both.

The Housing Authority reserves the right to postpone, accept, or reject any and all bids as the Housing Authority deems in its own best interest, subject to the terms and provisions of the Contract documents.

For any additional information, please contact Hector Torres at the Housing Authority at (805) 897-1060 or [Htorres@hacsb.org](mailto:Htorres@hacsb.org).

## **REQUEST FOR PROPOSAL**

### **STATEMENT OF WORK:**

The Housing Authority of the City of Santa Barbara intends to replace three hydraulic elevators at a senior apartment complex in the City of Santa Barbara, CA.

Proposals shall include a cost for all labor, materials equipment and permits to remove three existing hydraulic elevators and install three new ones.

The Proposer shall submit a complete cost proposal for the replacement of three hydraulic elevators and all associated equipment. Proposers shall evaluate the existing elevators and submit on their proposal an explanation of the components that they recommend should be replaced and a detailed description of the proposed new equipment.

Proposers are encouraged to review the current condition by visiting the property. Please note that the main address to the complex is 721 Laguna Street. This is a one and a half block complex. One elevator is located between 320 and 330 East De la Guerra Street. One is located at 416 East De La Guerra Street and one is located at 740 Garden Street. All three elevators are original to the development built in 1975.

### **PROPOSAL FORMAT:**

Proposals must include the following (in the following order):

- 1. A letter of Interest**, discussing the company's approach to the scope of services.
- 2. Technical Proposal**
  - a. Project Approach:** Provide a narrative which explains the company's experience in performing and coordinating elevator replacement of a similar nature and scope. Provide a schedule for the completion of the work with company completion date.
  - b. Proposed Fee:** Include a breakdown of the costs of major components as well as a guaranteed maximum price for all of the work. Also, identify any costs that cannot be determined at this time, if any, as allowances
- 3. Organization, Support and Experience**
  - A list of projects successfully completed of a similar nature
  - Recommendations and references

## **AWARD OF CONTRACT:**

The Award of Contract will be based on the results of the proposal evaluations. The Housing Authority of the City of Santa Barbara will select the top company on the basis of the proposal that represents the best overall value to the Housing Authority considering factors based upon the proposal (not necessarily the lowest pricing). Housing Authority reserves the right to conduct negotiations with one or more respondents if, in the sole opinion of the Housing Authority this will provide the greatest benefit.

## **SELECTION PROCESS:**

All proposals will be reviewed by the Housing Authority. The purpose of this RFP is to solicit proposals so that Housing Authority may, from among a range of proposals, select an offer of services that best meets its needs and requirements. It is further desired that the RFP process will establish the cost of the Project and ensure cost competitiveness among respondents. Interested parties are urged to carefully review the requirements of this RFP. Written proposals containing the requested information will serve as the basis for final selection. The Housing Authority retains the right to accept or reject any and all proposals.

## **SUPPORTING DOCUMENTS:**

This RFP is to be accompanied by two classifications of documents:

1. Those documents that will become a part of the final contract compliance and shall be turned in with the contractor's proposal (and to the extent a particular form is required, the form is included in the RFP):
  - Representations, Certifications and Other Statements of Bidders;
  - Form of Bid (sub-contractor list shall be filled in with companies the General Contractor prefers to use – this does not limit the contractor to those subcontractors at construction time);
  - Form of Non-Collusive Affidavit;
  - MBE/WBE Affidavit;
  - Section 3 Eligibility Questioner; and
  - Registration with State of California DIR by all contractors/sub-contractors intended for the job.
2. Those (all other) documents/forms supplied with this RFP that will be a part of the final contract compliance but are not required to be turned in with the proposal.  
NOTE: Affidavit Regarding Compliance with MBE/WBE solicitations and SECTION 3 Certification will be required of subcontractor solicitation by the General Contractor prior to final selection and the start of construction.

## PROCUREMENT SCHEDULE

The Housing Authority anticipates the selection based on the following schedule (subject to revision):

Date	
	RFP issued and available April 16, 2017
	Final day to submit written questions (email or fax acceptable) May 23, 2017
	Housing Authority issues responses to questions May 25, 2017
	Proposals due by 1:00PM PST May 31, 2017

## WRITTEN QUESTIONS:

Only written questions (including emails and faxes) received by Housing Authority by the date noted above will be addressed. Any question or answer that materially impacts the information contained in the RFP will be clarified by a written addendum or amendment, which will be sent to all that initially received the RFP and any firms who inform the Authority of their interest. If an addendum or amendment materially impacts the information in the RFP and there is not enough time for an adequate response, the submission date for the proposals will be extended.

All questions, comments and inquiries are to be made to Housing Authority Questions should be addressed as follows:

Hector Torres, Operations and Modernization Coordinator  
Housing Authority of the City of Santa Barbara  
808 Laguna Street  
Santa Barbara CA 93101  
FAX: (805) 966-7721  
EMAIL: [htorres@hacsb.org](mailto:htorres@hacsb.org)

## SPECIAL CONDITIONS

### **1. Project Site - Scope of Work - Special Instructions**

**Site:** 721 Laguna Street

**Scope of Work:** Replacement of three hydraulic elevators.

**Special Instruction:**

- Work will be performed near occupied units.
- Complex has alternate stairs for means of access during the work.
- One elevator is located between 320 and 330 East De La Guerra Street, one at 416 East De La Guerra Street, and one at 740 Garden Street.

**Note:** Work hours will be restricted to Monday through Friday 8:00 AM to 5:00 PM. This work will be performed near occupied apartments.

### **2. Time for Completion**

The work shall be commenced at the time stipulated in the Notice to Proceed to the Contractor and shall be fully completed within 30 days. Rain delay days will not be granted unless rain causes delay in excess of "seasonal" rain. (i.e. a 60 calendar day contract from October through December already includes 9 work delay days for seasonal rain).

### **3. Liquidated Damages**

As actual damages for any delay in completion are impossible of determination, the Contractor and his sureties shall be liable for and shall pay to the Housing Authority the sum of \$200.00 as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed and accepted.

### **4. Sanitary Facilities**

- A. Provide and maintain required facilities and enclosures.
- B. Locate temporary facilities in Architect approved location.

### **5. Construction Aids**

Provide and operate drainage and pumping equipment; maintain excavations and site free of standing water.

## **6. Barriers**

A. Provide as required to prevent public entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

B. Provide barriers around trees and plants designated to remain. Protect against vehicular traffic, stored materials, dumping, chemically injurious materials, and puddling or continuous running water.

## **7. Cleaning During Construction**

Control accumulation of waste materials and rubbish; periodically dispose of off-site.

## **8. Noise Control**

A. Conform to requirements of CAL-OSHA.

B. Confine construction activities, which utilize equipment and power tools or which produce similar levels of noise, to the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday.

## **9. Dust Control**

Provide positive methods and apply dust control materials to minimize raising dust from construction operations, and provide positive means to prevent air-borne dust from dispersing into the atmosphere.

## **10. Pollution Control**

Prevent disposal of wastes, effluents, chemicals or other substances adjacent to streams, or in sanitary or storm sewers.



## **11. Erosion Control**

A. Plan and execute construction and earth work by methods of control surface drainage from cuts and fills, to prevent erosion and sedimentation.

1. Hold the areas of bare soil exposed at one time to a minimum.
2. Provide temporary control measures such as berms, dikes and drains.

B. Periodically inspect earthwork to detect any evidence of the start of erosion, apply corrective measures as required to control erosion.

## **12. Access**

Contractor to provide safe access to the site at all times.

## **13. Permits**

☒ The contractor shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the work.

☐ The Housing Authority shall pay for building permits and the contractor shall pay for and secure any additional permits, fees and licenses necessary for the proper execution and completion of the work.

## **14. Contract Award**

Section 8 (d) of Form HUD-5369, Instructions to Bidders for Contracts Public and Indian Housing Programs reads: "The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures."

The Housing Authority does not maintain a written policy and procedures on this matter. The Housing Authority through this item and its published invitation to bid and consistent with the above mentioned policy reserves the right to reject any or all bids and waive any informality in the bidding. Items not required by law of the governing body for the project may be considered informalities, including but not limited to: MBE, WBE, DBE, and Section 3.

While the current intent is to hire a single contractor for the whole job, the Housing Authority reserves the right to split the properties into two or three groups and award each to a different contractor.

## **15. Prevailing Wages**

Federal Prevailing Wages: Davis-Bacon Prevailing Wages shall be paid on all jobs that are funded by the Department of Housing and Urban Development. Wages are included in bid packages and reviewed at Contract Award.

State of California Prevailing Wages: State Wages apply on all jobs that do not involve funding from the Department of Housing and Urban Development. Wages are included in bid packages and reviewed at Contract Award. Special attention should be paid to the “training” category of the Prevailing Wages. Regulations require the Contractor to pay the amount indicated in the training category directly to the California Apprenticeship Council. This amount is not paid to the employee.

Combination of funds: Should a project be funded by both the Federal Government and State or other funds a combination of the wage rates will apply. Categories must adhere to the Federal Wage Categories, but the higher of the two wages must be paid in any given trade or category. Wages are included in bid packages and reviewed at Contract Award.

This project is subject to be paid at a rate not less than the greater amount of the current Federal Davis-Bacon Prevailing Wage and State Prevailing Wage (published with RFP documents).

## **NON-FEDERAL LEGAL PROVISIONS**

The following provisions are included in this contract pursuant to the requirements of applicable state or local laws. The inclusion of these provisions shall not be construed to relieve the contractor or any sub-contractor from the pertinent requirements of any superseding provisions of federal law.

### **1. Payment & Performance Bonds**

Prior to the execution of any contract for \$25,000 or more, the contractor shall provide individual 100% Performance Bond and 100% Payment Bond each for the amount of the contract price. The form of Corporate Performance and Payment Bonds is submitted to the Housing Authority for approval, and shall comply with Sections 3247 and 3248 of the Civil Code of State of California, and shall be submitted in one fully executed counterpart. Individual sureties are not acceptable.

Federally funded projects only: Alternatives to Bonding may also be in the form of; 3) a 20% cash escrow, or 4) a 25% Irrevocable Letter of Credit which shall be subject to approval by the Housing Authority. The Housing Authority will comply with Section 4590 of the Government Code permitting substitution of securities.

### **2. Discrimination**

No discrimination shall be made in the employment of persons under this contract because of race, religious creed, sexual orientation, color, national origin, ancestry, disability, medical condition, marital status or sex of such person, except where permitted as a bona fide occupational qualification under Government Code Section 12940 and other applicable provisions of state and local law.

### **3. Prevailing Wage**

**3.1** Except where state law is expressly superseded by federal law or regulation, the contractor shall comply with and pay wages, holiday pay and overtime as required by the California Labor Code. The contractor agrees and acknowledges that under California law eight (8) hours constitutes a legal day's work; that forty (40) hours constitutes a week's work; and that work in excess of eight (8) hours per day and/or forty (40) hours per week shall be compensated at not less than one and one half times the basic rate of pay. Contractor shall be subject to forfeiture if any worker is otherwise required or permitted to work more than eight (8) hours per day and/or forty (40) hours per week.

**3.2** Contractor shall maintain, certify, and file accurate payroll records in compliance with Section 1776 of the California Labor Code. In the event of non-compliance with the provisions of Section 1776, the Contractor shall be subject to forfeiture as set forth therein.

**3.3** Copies of the general rate of per diem wages for each craft, classification and type of worker needed for the contract are posted in the principal office of the Housing Authority.

#### **4. Employment of Apprentices**

The contractor shall be responsible to assure compliance for all apprentice-able occupations with applicable law and particularly with Section 1777.5 of the California Labor Code.

#### **5. Workers' Compensation**

Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

Date \_\_\_\_\_ Contractor \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

ATTEST: \_\_\_\_\_ By \_\_\_\_\_ Title \_\_\_\_\_

\* Please note: Self-insurance policies are subject to review and approval by the Housing Authority.

#### **6. Trench Excavation**

If any work under this contract requires construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches, or open excavations, which are five feet or deeper, adequate sheeting, shoring, and bracing, or equivalent methods, for protection of life and limb, shall conform to applicable safety orders and shall be used as required. The design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches is to comply with CAL OSHA, OSHA, and Public Works Requirements.

## **7. Utilities**

### **7.1 Mandatory Notification Prior to Excavation**

The contractor's attention is directed to Section 4215.5 through 4217 of the Government Code. This Section requires that two working days prior to commencing any excavation that "Underground Service Alert of Southern California" be notified by telephone; toll free 1-800-422-4133, for the assignment of an Inquiry Identification number. No excavation shall commence unless the contractor has obtained the Inquiry Identification Number and so notified the Housing Authority's Project Engineer or Architect.

### **7.2 Accuracy of Utilities Information**

The locations of existing major utilities, whether above ground or underground, are indicated on the drawings. The Owner does not guarantee the accuracy or completeness of this information and it is to be understood that other above-ground and underground facilities not shown on the drawings may be encountered during the course of the work. In any case, existing minor lines are not indicated.

## **8. List of Subcontractors**

Each proposal shall have listed on the form provided herewith the name and address of each subcontractor to whom the bidder proposes to sublet portion of the work in excess of one-half of one percent of the total amount of the proposal. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

## **9. Changes to Comply with Environmental Requirements**

The Owner may make changes in this contract in the course of construction to bring the completed improvements into compliance with environmental requirements of standards established by State and Federal Statutes and Regulations enacted after the contract has been awarded. The contractor shall pay for such changes in accordance with the provisions of the contract governing payment for changes in work.

Contractor shall be responsible for compliance with applicable State law provisions for notice and disposal of hazardous materials and compliance with air pollution regulations pursuant to Public Contracts Code Section.

## **10. Braille Symbols on Elevators**

All new elevators installed under the provisions of this contract shall have Braille symbols and marked Arabic numerals corresponding to the numerals on the elevator buttons embossed immediately to the right thereof. All new door casings on all elevator floors shall have the number of the floor on which the casing is located embossed in Braille symbols and marked Arabic numerals on both sides at a height that is accessible to persons in wheelchairs and that complies with the American Disabilities Act.

## **11. Termination, Amendment or Modification**

This contract may be terminated, amended or modified by a written instrument only. In the event of such modification or amendment, any change in compensation shall be determined as provided in the amendment or modification.

## **12. Contractor's License**

Prior to submitting bids and commencement of work, Contractor and all subcontractors shall be licensed in accordance with the Laws of the State of California. Contractor and all subcontractors shall maintain the appropriate and applicable licenses throughout the course of the contract.

## **13. Applicable Law**

The contractor shall keep informed of all existing and proposed local, State, and federal regulations which in any manner affect those engaged, or affect the conduct of the work, and of such orders and decrees of bodies and tribunals having jurisdiction over the same.

## **14. Compliance with Law**

**14.1** The contractor shall give all notices required by, and comply with, all applicable laws, including but not limited to statutes and regulations, local ordinances and orders. All work shall comply with all such laws.

**14.2** Before commencement of work, contractor shall examine the Drawings and Technical Specifications for compliance with applicable laws, and shall immediately report any discrepancy to the Owner. Where the requirements of the Drawings and Specifications fail to comply with such applicable laws, the Owner will adjust the Contract by Change Order to conform to such laws, unless a waiver or exemption has been granted by the entity with jurisdiction, and make the appropriate adjustment in the Contract Price.

**14.3** In the event that the Owner determines that the correction such discrepancy with applicable law would require an increase in contract price in excess of 10%, Owner shall have the option to cancel the contract and abandon the project.

**14.4** In the event that Contractor fails to observe the foregoing provisions and perform work at variance with any applicable law (notwithstanding the fact that such methods are in compliance with the Technical Specifications), the Contractor shall correct the methods of doing such work without cost to the Owner, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

#### **15. Disposal of Materials**

The Contractor shall comply with the applicable laws and ordinances governing the disposal of hazardous materials, debris, rubbish and trash on or off the Project Area, and shall commit no trespass on any public or private property in any operation due to or connected with the work.

#### **16. Substitution of Securities**

The Housing Authority will, at the request of the Contractor, allow substitution of securities as provided in the Public Contracts Code.

#### **17. Indemnification**

The Contractor agrees to investigate, defend, indemnify and hold harmless the Housing Authority, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees), and causes of action of whatsoever character, which the Housing Authority may incur, sustain, or be subjected to on account of loss or damage to property and loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, sub-contractors, agents and invitees of each party thereto), arising out of or in any way connected with this Contract or the work to be performed pursuant thereto and arising from any cause whatsoever except the sole negligence of the Housing Authority.

#### **18. Changes in Work**

Section 29(f) of the General Conditions (HUD-5370) hereof is modified by the following provisions:

- (2) Indirect Costs. Add the following: Indirect costs shall not exceed six
- (6) percent of the direct costs of the change.
  
- (3) Profit. Add the following: The amount of profit shall be fixed at six
- (6) percent of the direct costs of the change.

## **19. Payment**

Section 27(k)(2) of the General Conditions (HUD-5370) hereof is modified by the following provisions:

(1) The Housing Authority may withhold funds on the General Contractor for their failure to pay subcontractors, tier subcontractors, material suppliers and/or any other individual or entity that may be due payment arising out of this contract.

## **20. Insurance**

Amend form HUD\_5370, Section 36,(a) "...furnish the PHA/IHA with an endorsement of insurance...". The liability insurance shall be on an occurrence basis and shall be in effect for the entire duration of the project including the close-out period. The endorsement shall disclose deductibles or self insured retention amounts, and shall be subject to approval by the PHA. Contractor's insurance shall be primary and stated so in the endorsement. Contractor's insurance carrier shall be a minimum rating B. The PHA shall have the right to receive certified copies of the insurance policies. The PHA shall be named as additionally insured on the policy.

END OF SECTION



## FORM OF BID

To: HOUSING AUTHORITY OF THE CITY OF SANTA BARBARA

1. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the Specifications (including but not limited to Invitation to Bid, Instructions to Bidder, Representations, Certifications, and Other Statements of Bidders, this Bid, Bid Bond, Non-Collusive Affidavit, Contract, Performance and Payment Bond, General Conditions, Non-Federal Legal Provisions, Special Conditions, Prevailing Wages, Technical Specifications, Construction Drawings, and Addenda, if any thereto), as prepared by the Housing Authority of the City of Santa Barbara and on file in the Office of the Housing Authority of the City of Santa Barbara, hereby proposes to furnish all labor, materials, equipment and services required to complete the replacement of three elevators at a property located at 721 laguna Street, Santa Barbara, CA. for the sum of

\_\_\_\_\_Dollars (\$\_\_\_\_\_).

2. In submitting this bid, it is understood that the right is reserved by the Housing Authority to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed, faxed, or delivered to the undersigned within 60 days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him/her for his/her signature.

3. Security in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), in the form of \_\_\_\_\_ is submitted herewith in accordance with the specifications.

4. Attached hereto is an affidavit in proof that the undersigned had not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

5. The bidder represents that s(he) ( ) has, ( ) has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that s(he) ( ) has, ( ) has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

### 6. Certification of Non-segregated Facilities

By signing this bid, the bidder certifies that s(he) does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that s(he) does not permit his/her employees to perform their services at any location, under his control, where segregated facilities are maintained. (S)He certifies further that (s)he will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that (s)he will not permit his/her employees to perform their services at any location, under his/her control, where segregated

facilities are maintained. The bidder 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 rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. (S)He further agrees that (except where (s)he has obtained identical certifications from proposed subcontractors for specific time periods), (s)he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, that (s)he will retain such certifications in his/her files, and that (s)he will forward a notice to his proposed subcontractors as provided in the Instructions to Bidders.

7. Identification of Subcontractors

Any person making a bid shall, in his/her bid, set forth the name and business address of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction, or a subcontractor licensed by the State of California who under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1% of the prime contractor's total bid, and the portion of the work which will be done by each subcontractor. Only one subcontractor shall be listed for each portion. The successful bidder is generally not permitted to substitute subcontractors for those listed below, and then only with the expressed written consent of the originally listed subcontractor and the Housing Authority.

8. List of Subcontractors

The following is a list of subcontractors proposed for various phases of the work as provided for in the previous section "Identification of Subcontractors". Insert the word "self" for any portion of the work not intended to be subcontracted. All subcontractors listed below must contain their complete business name and complete address. Contractor license numbers will be required within 48 hours of the bid opening.

<u>Type of Subcontract</u>	<u>Name/Address/License number</u>
1. Demolition	_____
2. Excavating, Backfilling	_____
3. Paving & Grading	_____
4. Cast-in-Place Concrete	_____
5. Block Masonry	_____
6. Structural Steel & Misc. Metal	_____
7. Rough Carpentry	_____
8. Finish Carpentry	_____
9. Cabinet Work	_____
10. Roofing	_____
11. Sheet Metal	_____
12. Caulking & Sealant	_____
13. Insulation	_____
14. Metal Windows & Sliding Doors	_____
15. Wood Doors	_____
16. Metal Frames and Metal Doors	_____
17. Special Doors	_____
18. Finish Hardware	_____
19. Lath and Plaster	_____
20. Drywall	_____
21. Flooring	_____
22. Painting	_____
23. Specialties	_____

- 24. Plumbing \_\_\_\_\_
- 25. Heating and Ventilating \_\_\_\_\_
- 26. Electrical \_\_\_\_\_
- 27. Other (list) \_\_\_\_\_
- 28. Other (list) \_\_\_\_\_

### Addenda

The undersigned hereby acknowledge receipt of the following ADDENDA to the contract documents, all of the provisions and requirements of which Addenda have been taken into consideration in the preparation of the foregoing proposal:

Addendum No.          Dated:                      Addendum No.          Dated:

Addendum No.          Dated:                      Addendum No.          Dated:

### Proposal

In submitting this proposal, it is understood that the Owner reserves the right to reject the General Contractor's bid or any of his subcontractor's bids. It is also agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

Note: The penalty for making false statements in offers is prescribed in 18 USC 1001.

**Be sure to enclose this form (Form of Bid pages 1-4), Bid Bond, completed Representations, Certifications (form HU-5369-A), Non-Collusive Affidavit, MBE/WBE Affidavit and Section 3 Eligibility Questionnaire with sealed Form of Bid.**

Date: \_\_\_\_\_, 2017

Firm Name and Address:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

BID BOND (N/A)

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned,

as PRINCIPAL, and

\_\_\_\_\_, as SURETY are held and firmly bound unto the Housing Authority of the City of Santa Barbara, hereinafter called the "PHA", in the penal sum of \$\_\_\_\_\_ Dollars, lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, formally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated,\_\_\_\_\_2017, for the replacement of two elevators per plans and specifications at 721 Laguna Street, Santa Barbara, CA.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him/her for signature, enter into a written contract with the PHA in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the PHA the difference between the amount specified in said bid and the amount for which the PHA may procure the required work or supplies or both, if the latter amount shall be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals, this\_\_\_\_\_ day of, 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID BOND

IN PRESENCE OF:

---

(seal)

Attest:

affix corporate seal

Attest:

affix corporate seal

(Power-of-Attorney for person signing for surety company must be attached to bond).

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as principal in the within bond; that who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know his or her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authorization of its governing body.

Secretary of the corporation named as principal in the within bond; that who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authorization of its governing body.

# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 12/31/2011)

**Applicability.** This form is applicable to any construction/development contract greater than \$100,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

## 3. Architect's Duties, Responsibilities, and Authority

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

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
  - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
  - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
  - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

#### **4. Other Contracts**

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

### **Construction Requirements**

#### **5. Pre-construction Conference and Notice to Proceed**

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

#### **6. Construction Progress Schedule**

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

#### **7. Site Investigation and Conditions Affecting the Work**

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

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

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

## 8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

## 9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

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

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

## 10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

## 11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
  - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

## 12. Permits and Codes

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

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

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

### **13. Health, Safety, and Accident Prevention**

- (a) In performing this contract, the Contractor shall:
- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
  - (2) Protect the lives, health, and safety of other persons;
  - (3) Prevent damage to property, materials, supplies, and equipment; and,
  - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
  - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

### **14. Temporary Heating**

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

### **15. Availability and Use of Utility Services**

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

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

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

## **17. Temporary Buildings and Transportation of Materials**

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

## **18. Clean Air and Water**

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

## **19. Energy Efficiency**

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

## **20. Inspection and Acceptance of Construction**

- (a) Definitions. As used in this clause -
  - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
  - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
  - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

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- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
  - (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
  - (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
  - (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
  - (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

## 21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

## 22. Warranty of Title

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

## 23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of \_\_\_\_\_ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
  - (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
  - (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
  - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

#### 24. Prohibition Against Liens

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

#### Administrative Requirements

#### 25. Contract Period

The Contractor shall complete all work required under this contract within 30 calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

#### 26. Order of Provisions

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

#### 27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than 7 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
  - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
  - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
  - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.



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

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

## 28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

## 29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
  - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

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

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

### 30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

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

### 31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

### 32. Default

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

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

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

### 33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ 200 [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

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

### 34. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

### 35. Assignment of Contract

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

### 36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
- (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 [Contracting Officer insert amount]

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

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000 [Contracting Officer insert amount] per occurrence.
- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

### 37. Subcontracts

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

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

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

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

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

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

### 39. Equal Employment Opportunity

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

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

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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#### 41. Interest of Members of Congress

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

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

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

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

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

#### 44. Royalties and Patents

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

#### 45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 46. Labor Standards - Davis-Bacon and Related Acts

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

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

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

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
  - (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under



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

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.

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

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
  - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
  - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
  - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

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#### **47. Non-Federal Prevailing Wage Rates**

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
  - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

#### **48. Procurement of Recovered Materials.**

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

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

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

#### (a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

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

#### 5. Bidder's Certification of Eligibility

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

Form of Non-Collusive Affidavit

AFFIDAVIT

State of California) ss.  
County of Santa Barbara)

\_\_\_\_\_, being first duly sworn, deposes and says:

That (s)he is \_\_\_\_\_ the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder or to fix any overhead profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the City of Santa Barbara, or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

Signature of:

\_\_\_\_\_  
Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

My commission expires \_\_\_\_\_  
Date

Section 3  
Economic Opportunities for Low Income Individuals  
Bid Compliance Packet

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**POLICY FOR THE AWARD OF CONTRACTS  
IN ACCORDANCE WITH SECTION 3 MANDATES**

**HOUSING AUTHORITY  
CITY OF SANTA BARBARA**

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992, requires that economic opportunities generated by HUD financial assistance for housing (including Public and Indian housing) and Community Development programs shall, to the greatest extent feasible, be given to low and very low-income persons, particularly those who are recipients of governmental assistance for housing, and to businesses that provide economic opportunities for those persons.

In accordance with 24 CFR Part 135 of this Act, it is the policy of the Housing Authority of the City of Santa Barbara (herein referred to as "the Housing Authority") to provide to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects within the City of Santa Barbara. In an effort to demonstrate active solicitation of Section 3 participation, it is the policy of the Housing Authority to require each bidder to submit answers to the following questions, in order to help the Housing Authority determine Section 3 eligibility.

Section III ("Examples of Procurement Procedures That Provide for Preference for Section 3 Business Concerns") of 24 CFR Part 135 instructs that preference in the award of Section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(i) Bids shall be solicited from all businesses (Section 3 business concerns and Non-Section 3 business concerns). An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid:

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

X = lesser of:

When the lowest responsive bid is less than \$100,000:                      10% of that bid, or \$9,000

When the lowest responsive bid is:

At least \$100,000, but less than \$200,000:	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000:	9% of that bid, or \$21,000
At least \$300,000, but less than \$400,000:	6% of that bid, or \$25,000.
At least \$400,000, but less than \$500,000:	5 % of that bid, or \$40,000
At least \$500,000, but less than \$600,000:	4% of that bid, or \$60,000
At least \$1 million, but less than \$2 million	3% of that bid, or \$90,000
At least \$2 million, but less than \$4 million	2% of that bid, or \$105,000
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000
\$7 million or more	1 ½ % of the lowest responsive bid, with no dollar limit.

(ii) If no responsive bid by a Section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(iii) Professional Services: Procurement under the competitive proposals method (Request for Proposals "RFP") where the Section 3 covered contract is to be awarded based on factors other than price, an RFP shall be issued with a rating system for the assignment of points to evaluate the merits of each proposal.

### **Section 3 Clause**

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

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

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

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

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

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

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

## Housing Authority of the City of Santa Barbara

### Contractor efforts in achieving to the “Greatest Extent Feasible” Section 3 Compliance

#### Preference for Section 3 residents in training and employment opportunities:

Contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the following order of priority:

1. Residents of the housing development or developments for which the Section 3 covered assistance is expended
2. Residents of other housing developments managed by the HA that is expending the Section 3 covered housing assistance
3. Participants in HUD Youth-build programs being carried out in the metropolitan area ( or nonmetropolitan county) in which the Section 3 covered assistance is expended
4. Low income Santa Barbara Residents that meet the income eligibility guideline for low or very low total family income per the table below:

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Below:	Below:	Below:	Below:	Below:	Below:	Below:	Below:
\$44,950	\$51,350	\$57,750	\$64,150	\$69,300	\$74,450	\$79,550	\$84,700

#### A Section 3 business concern is defined as:

1. 51 percent or more owned by Section 3 residents; or
2. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
3. Provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications of a Section 3 business concern.

#### Here is one example of how Section 3 is supposed to work:

Let’s say the Housing Authority wants to build a playground and a new child care center. The Housing Authority wants to find an outside company (called a “contractor”) to do all the work. The contractor will need to hire 10 new people in order to complete the work. Section 3 says that 30% of all new hires have to be Section 3 residents. In this case, the contractor would have to hire **three Section 3 residents in order to comply with Section 3**. The other **seven** people can be anyone else they want to do the work. This is just one example.

#### Contractor Strategic Plan in achieving Section 3 Compliance:

All contractors selected for the contract award shall be required to submit a Section 3 Strategic Plan. The Section 3 Strategic Plan shall be on their firm’s letterhead and explain the efforts they intend to make to comply with Section 3. For example, efforts may include conducting outreach for prospective workers at Housing Authority complexes and contacting local employment agencies to recruit workers that meet the low or very low income status requirements. Additionally, selected contractors shall be required to complete an Estimated Project Work Force Form (refer to Page 4 of this packet).

## ESTIMATED PROJECT WORK FORCE

PROJECT NAME: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_

Category/List Specific Job Title	Number of positions needed	Total number of staff currently on payroll	Number of *HACSB Section 3 resident	Number of *Low Income Residents of the City of Santa Barbara	Number of new positions to be filled	Hiring goal number for *HACSB Section 3 Residents	Hiring goal number for *Low Income Section 3 Residents of the City of Santa Barbara
.							

\* HACSB = Housing Authority city of Santa Barbara

\* Low Income Section 3 Resident = Low Income Santa Barbara Residents that meet income eligibility guidelines as listed on page 3

THE HOUSING AUTHORITY CITY OF SANTA BARBARA  
SECTION 3 ELIGIBILITY QUESTIONNAIRE

The Department of Housing and Urban Development, Federal Register Part VI, 24 CFR part 135 and Subtitle A et. al Economic Opportunities for Low and Very Low Income Persons, Interim and Final Rules, directs Public Housing Authorities to award contracts to Section 3 business concerns in the following order of priority:

**Category 1 Business:**

(i) Business concerns that are 51% or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended OR whose full-time, permanent work force includes 30% of these persons as employees.

Yes	No	Q-1: Is at least 51% of your business owned by residents of the housing development or developments for which the Section 3 covered assistance is expended?
Yes	No	Q-2: Is your full-time, permanent work force composed of a minimum of 30% of those persons as employees?

**Category 2 Business:**

(ii) Business concerns that are 51% or more owned by residents of other housing developments or developments managed by the Housing Authority that is expending the Section 3 covered assistance, OR whose full-time permanent work force includes 30% of these persons as employees.

Yes	No	Q-3: Is at least 51 % of your business owned by residents of other housing developments or developments managed by the Housing Authority that is expending the Section 3 covered assistance?
Yes	No	Q-4: Is Your full-time permanent work force composed of at least 30% of these persons as employees?

**Category 3 Business:**

(iii) HUD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 covered assistance is expended.

Yes	No	Q-5: Does your business currently participate in a HUD Youthbuild program (a program which receives assistance under subtitle D of Title IV of the National Affordable Housing Act as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provides disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low-and very low income families) now being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 covered assistance is expended?
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**Category 4 Business:**

(iv) Business concerns that are 51% or more owned by Section 3 residents that reside in the metropolitan area or non-metropolitan county in which the section 3 covered assistance is expended, and who is a low income resident or whose permanent, full-time workforce includes no less than 30% of these residents or that subcontract in excess of 25% of the total amount of subcontracts to business concerns that meet Section 3.

Yes	No	Q-6: Is at least 51% of your business owned by Section 3 residents (low or very low income persons from the metropolitan area or non-metropolitan county who are not public housing residents of the Housing Authority expending section 3 funding)?
Yes	No	Q-7: Is your permanent, full time workforce made up of a minimum of 30% Section 3 residents?
Yes	No	Q-8: Are a minimum of 25% percent of your subcontracts awarded to Business Concerns identified as Category 1 or 2 Businesses?

I, \_\_\_\_\_ having read and answered all questions contained above, do hereby  
(Name)  
certify that to the best of my knowledge the information provided as it pertains to \_\_\_\_\_  
(Name of Business)  
is accurate and true.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**CONFIDENTIAL**

**THE HOUSING AUTHORITY OF THE CITY OF SANTA BARBARA**

**SECTION 3 – RESIDENT/EMPLOYEE/APPLICANT ELIGIBILITY CERTIFICATION**

The Housing Authority of the City of Santa Barbara, in accordance with Section 3 of the Housing and Urban Development Act of 1968, requires its contractors and sub-contractors (including professional service contracts) to direct their efforts toward providing training and employment opportunities to low and very low-income persons, and particular those who are recipients of government housing assistance. Therefore, HUD directs the Housing Authority of the City of Santa Barbara to give preference to contractors who can demonstrate a reasonable level of success in the recruitment, employment, and utilization of Housing Authority Residents and other low and very low-income persons.

In order for the Housing Authority to make this determination, your employer is required to verify that these goals have been implemented in hiring practices. If you live in a property owned by the Housing Authority of the City of Santa Barbara, (HACSB) are a Section 8 Participant of HACSB, or live in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended, and are considered a low or very low-income individual, AND wish to assist your employer in documenting compliance with the goals of Section 3; we ask that you provide the following information: **YOUR RESPONSE IS VOLUNTARY. IF YOU DO NOT WISH TO SUBMIT THIS INFORMATION, YOUR TERMS OF EMPLOYMENT WILL NOT BE AFFECTED.**

Because the following questions are personal in nature, your answers will be treated with strict confidentiality. Thank you for your assistance.

---

Name of Employer

---

Name: First

Middle

Last

---

Street Address

1. Please CHECK ONE of the following:

<input type="checkbox"/>	Public Housing Resident
<input type="checkbox"/>	Section 8 Participant
<input type="checkbox"/>	Low-Income Santa Barbara Resident

\*To qualify as a Low Income Resident, your **TOTAL FAMILY INCOME must not exceed the following amounts per household listed on the table below.**

2. If you have indicated that you are a Low Income City Resident, please indicate which category your TOTAL HOUSEHOLD INCOME falls into:

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Below:	Below:	Below:	Below:	Below:	Below:	Below:	Below:
\$44,950	\$51,350	\$57,750	\$64,150	\$69,300	\$74,450	\$79,550	\$84,700

I certify that the statements made on this sheet are true, complete and correct to the best of my knowledge and belief, and made in good faith.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## PROTEST PROCEDURE:

The Housing Authority of the City of Santa Barbara desires to offer to concerned parties, a procedure whereby complaints alleging non-compliance with the Section 3 Statute can receive a prompt and equitable hearing and resolution. Protests surrounding the Housing Authority Section 3 program may be submitted in writing to the following person hereby designated as the Section 3 Coordinator.

Section 3 Coordinator  
HOUSING AUTHORITY OF THE  
CITY OF SANTA BARBARA  
808 Laguna Street  
Santa Barbara, CA 93101  
(805) 965-1071

All complaints of non-compliance with the Section 3 Statute shall conform to the following requirements:

- Complaints shall be filed in writing, and shall contain the name, address, and phone number of the person filing the complaint, and a brief description of the alleged violation of the regulations.
- Complaints shall be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- An investigation as may be appropriate will follow the filing of a complaint. The investigation will be conducted by the Housing Authority Section 3 Coordinator. The rules contemplate information, but thorough investigations, affording all interested persons and their representatives, if any, and to submit testimony and/or evidence as may be available and relevant to the complaint.
- Written documentation as to the validity of the complaint and a description of the findings or resolution, if any, will be issued by the Section 3 Coordinator no later than thirty (30) days after the filing of a complaint.

In cases where concerned parties wish to have its complaint considered outside of the Housing Authority, a complaint may be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, 451 Seventh Street, SW, Washington D.C., 20410. A complaint must be received not later than 180 days from the date of the action or omission upon which the complaints are based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

AFFIDAVIT REGARDING COMPLIANCE  
WITH MBE/WBE AND OTHER  
BUSINESS OUTREACH PROGRAM REQUIREMENTS

Housing Authority of the City of Santa Barbara

The undersigned hereby swears or affirms that the following statements are true and correct to the best of his or her knowledge:

That he or she is a representative of the bidder or proposer and is authorized to make these statements.

Note: The words bidder, proposer, bid, proposal are used interchangeably.

That the bidder made the following efforts in a good faith attempt to comply with the MBE/WBE and Other Business Outreach Program Requirements as indicated by my initials in the places provided:

(1) We obtained participation by MBEs, WBEs and other business enterprises to produce a level of participation by interested sub-contractors including \_\_\_\_\_% MBE and \_\_\_\_\_% WBE.

Initial \_\_\_\_\_

(2) We attended/did not attend (circle one) pre-bid or pre-proposed meeting(s), scheduled by the agency to inform all bidders or proposers of the requirements for the project for which this contract will be awarded.

Initial \_\_\_\_\_

(3) We identified specific items in the contract to be performed by subcontractors to provide an opportunity for participation by MBE/WBEs and other business enterprises. Note: The bidder shall, when economically feasible, divide total contract requirements into small portions or quantities to permit maximum participation of MBE/WBEs and other business enterprises.

Specific items were not identified because: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(4) We advertised/did not advertise (circle one) for bids from interested business enterprises not less than fifteen (15) calendar days prior to the submission of bids in one or more daily or weekly newspapers, trades association publications, minority or trade oriented publications, trade journals or other media.



(5) We provided written notice of our interest in bidding on the contract to those business enterprises, including MBE/WBEs having an interest in participating in such contracts. All notices of interest were provided not less than fifteen (15) calendar days prior to the date that the bids were required to be submitted. Note: In all instances, the bidder must document that invitations for sub-contracting bids were sent to available MBE/WBEs and other business enterprises for each item of work to be performed. The Mayor's Office and Small Business Assistance and or the Housing Authority are available to assist in identifying interested MBE/WBEs and other business enterprises.

Initial\_\_\_\_\_

(6) We can provide documentation of our efforts to follow up initial solicitation of interest by contracting the business enterprises to determine with certainty whether the enterprises were interested in performing specific portions of the contract.

Initial\_\_\_\_\_

(7) We provided interested enterprises with information about the plans, specifications and requirements (as applicable) for the selected sub-contracting work.

Initial\_\_\_\_\_

(8) We requested assistance from organizations that provide assistance in the recruitment and placement of MBE/WBEs and other business enterprises not less than days prior to the submission of bids or proposals.

Initial\_\_\_\_\_

(9) We negotiated in good faith with interested MBE/WBEs and other business enterprises and did not unjustifiably reject as unsatisfactory bids prepared by any enterprise.

Initial\_\_\_\_\_

Note: As documentation the bidder must submit a list of all sub-bidders for each item of work solicited, including dollar amounts of potential work for UBE/WBEs and other business enterprises.

Initial\_\_\_\_\_

That upon request, we will provide evidence of the efforts made as indicated above, within three (3) days of such request.

I declare under penalty or perjury that the foregoing information is true and correct.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

## MBE/WBE CERTIFICATION

[illegible]

\_\_\_\_\_ Being first duly sworn,  
deposes and says:

That s/he is \_\_\_\_\_ of \_\_\_\_\_  
Title Company name

The said bidder has fully understood the Housing Authority of the City of Santa Barbara MBE/WBE requirement and certify that one of the following has been met to meet the 20% goal:

- (1) Achieved 18% MBE and 2% WBE participation in total contract amount.
- (2) Undertook all good faith efforts as stated in the Contract MBE/WBE Requirements.

Bidder also certified that upon Housing Authority request, bidder shall provide necessary information, documents, records and proofs verifying its MBE/WBE efforts to meet requirements. Note: The word bidder, proposer and bid, proposal are interchangeable in this document.

Name of bidder if the bidder is an individual

Name of partner if the bidder is a partnership

Name of officer if the bidder is a corporation\_\_\_\_\_

Subscribed and sworn to me this                      day of                      , 2015

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Notary Public

My Commission Expires \_\_\_\_\_ (Seal)

General Decision Number: CA170028 04/07/2017 CA28

Superseded General Decision Number: CA20160028

State: California

Construction Type: Residential

Counties: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties in California.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017
1	01/20/2017
2	01/27/2017
3	02/17/2017
4	02/24/2017
5	03/10/2017
6	03/31/2017
7	04/07/2017

ASBE0005-002 07/04/2016

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 38.37	20.13
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 26.15	17.31

ASBE0005-004 07/04/2016

	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).....	\$ 18.38	10.82
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* BRCA0004-001 05/01/2016		

	Rates	Fringes
Bricklayer; Marble Setter		
Los Angeles County.....	\$ 39.01	15.20
Orange County.....	\$ 37.93	14.54
Riverside & San Bernardino Counties.....	\$ 38.38	13.85
Ventura County.....	\$ 34.67	15.62
*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate		

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BRCA0004-004 11/01/2016

IMPERIAL

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 45.20	17.45
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* BRCA0004-009 05/01/2016		

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 36.74	14.00
*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate		

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BRCA0018-001 06/01/2016

	Rates	Fringes
MARBLE FINISHER.....	\$ 29.20	12.93
TILE FINISHER.....	\$ 24.53	11.08

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 \* BRCA0018-002 06/01/2016

SAN LUIS OBISPO AND SANTA BARBARA

	Rates	Fringes
TILE LAYER.....	\$ 35.89	16.24

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\* BRCA0018-003 06/01/2016

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO &  
 VENTURA

	Rates	Fringes
TILE LAYER.....	\$ 35.89	16.24

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BRCA0018-010 09/01/2016

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 28.53	12.27
TERRAZZO WORKER/SETTER.....	\$ 35.57	13.14

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CARP0409-003 07/01/2015

	Rates	Fringes
Drywall		
(1) Work on Wood-Framed		
Single Family Homes, and		
Wood-Framed Apartment		
Buildings up to and		
including 4 Stories		
Drywall Installer/Lather...	\$ 22.10	11.08
Stocker/Scrapper.....	\$ 10.00	6.67
(2) All other Work		
Drywall Installer/Lather...	\$ 37.35	11.08
Stocker/Scrapper.....	\$ 10.00	6.67

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CARP0409-004 07/01/2015

Work on wood frame single family homes and apartments up to and  
 including 4 stories:

	Rates	Fringes
CARPENTER		
Cabinet installer.....	\$ 29.26	11.58
Fence builder.....	\$ 27.78	11.58
Framer & finish carpenter...	\$ 29.55	11.58
Insulation installer.....	\$ 18.00	11.58
Roof loader of shingles.....	\$ 16.32	11.58
Shingler.....	\$ 28.70	11.58
Subterranean garage		
concrete construction and		
carpenters performing on		

grade slab concrete construction.....	\$ 28.18	11.58
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CARP0409-009 07/01/2008

	Rates	Fringes
Modular Furniture Installer.....	\$ 19.00	7.41

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ELEC0011-003 01/30/2017

LOS ANGELES

	Rates	Fringes
ELECTRICIAN (does not include fire alarm, hold-up alarm, burglar alarm and surveillance systems).....	\$ 20.20	9.70

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ELEC0011-006 08/01/2016

COMMUNICATIONS AND SYSTEMS WORK

LOS ANGELES COUNTY

	Rates	Fringes
Communications System Installer.....	\$ 30.73	14.00
Technician.....	\$ 30.10	12.48

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarms.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

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ELEC0413-002 01/01/2017

SANTA BARBARA COUNTY

	Rates	Fringes
Electricians.....	\$ 26.00	3%+1.50

WORK AT VANDENBERG AFB: \$3.75 additional per hour.

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 ELEC0413-004 12/26/2016

COMMUNICATIONS AND SYSTEMS WORK

SANTA BARBARA COUNTY

	Rates	Fringes
Communications System		
Installer.....	\$ 32.50	3%+11.66

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

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 ELEC0440-002 12/26/2016

RIVERSIDE

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	3%+23.17

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 ELEC0440-005 12/26/2016

COMMUNICATIONS AND SYSTEMS WORK

RIVERSIDE AND SAN BERNARDINO COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 30.54	4%+13.75
Technician.....	\$ 30.18	4%+11.45

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background -

foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarms.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

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ELEC0441-002 02/27/2017

ORANGE

	Rates	Fringes
ELECTRICIAN.....	\$ 25.36	8.44

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ELEC0477-003 05/30/2016

SAN BERNARDINO

	Rates	Fringes
ELECTRICIAN.....	\$ 20.00	11.70

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ELEC0569-003 06/06/2016

IMPERIAL

	Rates	Fringes
ELECTRICIAN		
1 to 3 Stories.....	\$ 31.69	3%+6.61

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\* ELEC0639-002 03/01/2017

SAN LUIS OBISPO

	Rates	Fringes
ELECTRICIAN.....	\$ 23.50	7.72

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\* ELEC0639-003 12/26/2016

COMMUNICATIONS AND SYSTEMS WORK

SAN LUIS OBISPO COUNTY

	Rates	Fringes
Communications System		
Installer.....	\$ 32.50	11.66
Technician.....	\$ 30.89	11.66

SCOPE OF WORK: Installation, testing, service and maintenance



of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

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ELEC0952-002 12/26/2016

VENTURA

	Rates	Fringes
CABLE SPLICER		
All work within 32 road miles or less from the nearest base point.....	\$ 45.56	22.30
ELECTRICIAN		
All work within 32 road miles or less from the nearest base point.....	\$ 41.42	22.17

ALL WORK MORE THAN 32 ROAD MILES FROM NEAREST BASE POINT:  
Add \$5.00 to the basic hourly rate. BASE POINTS: the main Post Office in the cities of Camarillo, Oak View, Oxnard, Santa Paula and Ventura.

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ELEC0952-004 12/26/2016

COMMUNICATIONS AND SYSTEMS WORK

VENTURA COUNTY ONLY

	Rates	Fringes
Communications System		
Installer.....	\$ 31.70	13.53
Technician.....	\$ 30.10	12.78

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background -

foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

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ELEV0008-004 01/01/2017

SAN LUIS OBISPO

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.44	31.585

FOOTNOTE:

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

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ELEV0018-004 01/01/2017

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA AND VENTURA

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 52.21	31.585

FOOTNOTE:

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

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ENGI0012-001 07/01/2016

	Rates	Fringes
OPERATOR: Power Equipment (Cranes, Piledriving &		

## Hoisting)

GROUP 1	.....\$ 43.20	22.15
GROUP 2	.....\$ 43.98	22.15
GROUP 3	.....\$ 44.27	22.15
GROUP 4	.....\$ 44.41	22.15
GROUP 5	.....\$ 44.63	22.15
GROUP 6	.....\$ 44.74	22.15
GROUP 7	.....\$ 44.86	22.15
GROUP 8	.....\$ 45.03	22.15
GROUP 9	.....\$ 45.20	22.15
GROUP 10	.....\$ 46.20	22.15
GROUP 11	.....\$ 47.20	22.15
GROUP 12	.....\$ 48.20	22.15
GROUP 13	.....\$ 49.20	22.15

## OPERATOR: Power Equipment

GROUP 1	.....\$ 41.85	22.15
GROUP 2	.....\$ 42.63	22.15
GROUP 3	.....\$ 42.92	22.15
GROUP 4	.....\$ 44.41	22.15
GROUP 5	.....\$ 45.51	22.15
GROUP 6	.....\$ 44.63	22.15
GROUP 7	.....\$ 45.73	22.15
GROUP 8	.....\$ 44.74	22.15
GROUP 9	.....\$ 45.84	22.15
GROUP 10	.....\$ 44.86	22.15
GROUP 11	.....\$ 45.96	22.15
GROUP 12	.....\$ 45.13	22.15
GROUP 13	.....\$ 45.13	22.15
GROUP 14	.....\$ 45.16	22.15
GROUP 15	.....\$ 45.24	22.15
GROUP 16	.....\$ 45.36	22.15
GROUP 17	.....\$ 45.53	22.15
GROUP 18	.....\$ 45.63	22.15
GROUP 19	.....\$ 45.74	22.15
GROUP 20	.....\$ 45.86	22.15
GROUP 21	.....\$ 46.03	22.15
GROUP 22	.....\$ 46.13	22.15
GROUP 23	.....\$ 46.24	22.15
GROUP 24	.....\$ 44.36	22.15
GROUP 25	.....\$ 46.53	22.15

## PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

## CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator,

stiff legs, Guy derrick or similar type (over 300 tons);  
Mobile tower crane operator (over 300 tons)

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine oepreator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (side steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator (including water wells); Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical

finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

#### GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (guniting work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

## GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system

(multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds.



struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

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IRON0377-001 01/01/2017

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 29.58	20.73
Ornamental, Reinforcing and Structural.....	\$ 34.75	29.20

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,  
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0220-003 07/04/2016

Residential, 4 Stories

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.34	19.07
GROUP 2.....	\$ 32.89	19.07
GROUP 3.....	\$ 33.44	19.07
GROUP 4.....	\$ 34.99	19.07
GROUP 5.....	\$ 35.34	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a

worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper,

Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

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LABO0220-006 07/01/2016

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 30.52	18.56

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LABO0300-002 07/01/2016

LOS ANGELES COUNTY

	Rates	Fringes
Brick Tender.....	\$ 30.52	18.56

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LABO0300-004 07/04/2016

Residential, 4 Stories

LOS ANGELES COUNTY

	Rates	Fringes
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## LABORER

GROUP 1.....	\$ 32.34	19.07
GROUP 2.....	\$ 32.89	19.07
GROUP 3.....	\$ 33.44	19.07
GROUP 4.....	\$ 34.99	19.07
GROUP 5.....	\$ 35.34	19.07

## LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials

("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

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LABO0300-006 01/01/2017

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 31.88	16.82

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos containing material and toxic waste (including lead abatement and any other toxic material), encapsulation, enclosure and disposal of asbestos containing materials and toxic waste (including lead abatement and any other toxic

materials) by hand or with equipment or machinery;  
scaffolding, fabrication of temporary wooden barriers and  
assembly of decontamination stations.

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LABO0300-007 10/01/2015

Residential, 3 Stories and under

	Rates	Fringes
Laborers		
(1) Cleanup, Fencing (Chain Link or Wood), Landscaping.....	\$ 29.58	16.78
(2) All Other Work.....	\$ 28.46	16.02

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LABO0585-002 07/04/2016

Residential, 4 Stories

VENTURA COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.34	19.07
GROUP 2.....	\$ 32.89	19.07
GROUP 3.....	\$ 33.44	19.07
GROUP 4.....	\$ 34.99	19.07
GROUP 5.....	\$ 35.34	19.07

#### LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix

trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster

(nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

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LABO0585-004 07/01/2016

VENTURA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 30.52	18.56

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LABO0652-002 07/04/2016

Residential, 4 Stories

ORANGE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.34	19.07
GROUP 2.....	\$ 32.89	19.07
GROUP 3.....	\$ 33.44	19.07
GROUP 4.....	\$ 34.99	19.07
GROUP 5.....	\$ 35.34	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations



GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water,

sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

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LABO0652-004 07/01/2016

ORANGE COUNTY

	Rates	Fringes
Brick Tender.....	\$ 30.52	18.56

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LABO0783-003 07/04/2016

Residential, 4 Stories

SAN BERNARDINO COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.34	19.07
GROUP 2.....	\$ 32.89	19.07
GROUP 3.....	\$ 33.44	19.07
GROUP 4.....	\$ 34.99	19.07
GROUP 5.....	\$ 35.34	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool

crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of

operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

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LABO0783-006 07/01/2014

SAN BERNARDINO COUNTY

	Rates	Fringes
Brick Tender.....	\$ 29.12	15.78

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LABO1184-001 07/04/2016

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 33.65	13.95
(2) Vehicle Operator/Hauler.	\$ 33.82	13.95
(3) Horizontal Directional Drill Operator.....	\$ 35.67	13.95
(4) Electronic Tracking Locator.....	\$ 37.67	13.95
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 34.86	17.03
GROUP 2.....	\$ 36.16	17.03
GROUP 3.....	\$ 38.17	17.03
GROUP 4.....	\$ 39.91	17.03

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control

person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LAB01184-003 07/04/2016

Residential, 4 Stories

IMPERIAL AND RIVERSIDE COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.34	19.07
GROUP 2.....	\$ 32.89	19.07
GROUP 3.....	\$ 33.44	19.07
GROUP 4.....	\$ 34.99	19.07
GROUP 5.....	\$ 35.34	19.07

#### LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeezegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring

operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any

other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

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LABO1184-005 07/01/2016

IMPERIAL AND RIVERSIDE COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 30.52	18.56

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LABO1414-002 08/03/2016

	Rates	Fringes
Laborers: (1 to 3 Stories)		
Plaster Clean-Up Laborer....	\$ 29.60	19.28
Plaster Tender.....	\$ 32.15	19.28
Laborers: (4 Stories)		
Plaster Clean-up Laborer....	\$ 29.60	19.28
Plaster Tender.....	\$ 32.15	19.28

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

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

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

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PAIN0036-005 08/01/2016

	Rates	Fringes
PAINTER (including lead abatement)		
Imperial, Los Angeles, Orange, Riverside & San Bernardino		
(1) Repaint.....	\$ 27.59	13.24
(2) All other work.....	\$ 31.12	13.24

(3) Journeyman & Industrial.....	\$ 32.02	12.93
San Luis Obispo, Santa Barbara & Ventura		
(1) Repaint.....	\$ 24.40	13.24
(2) All other work.....	\$ 29.04	13.24
(3) Journeyman & Industrial.....	\$ 32.52	13.34

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PAIN0036-011 10/01/2015

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN  
LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.00	13.91

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PAIN0036-014 10/01/2016

IMPERIAL

	Rates	Fringes
GLAZIER.....	\$ 41.55	11.93

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PAIN0036-018 06/01/2016

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA  
AND VENTURA

	Rates	Fringes
GLAZIER.....	\$ 41.70	21.13

FOOTNOTE: Additional \$1.25 per hour for work in a condo,  
from the third (3rd) floor and up. Additional \$1.25 per  
hour for work on the outside of the building from a swing  
stage or any suspended contrivance, from the ground up.

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PAIN0036-020 01/01/2017

IMPERIAL

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 28.77	13.31

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PAIN0169-007 01/01/2017

SAN LUIS OBISPO

	Rates	Fringes
GLAZIER.....	\$ 34.93	24.03

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PAIN1247-003 05/01/2016



LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS  
OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.10	14.06

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PLAS0200-002 08/03/2016

IMPERIAL, KERN, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO,  
SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
PLASTERER		
1 - 3 stories.....	\$ 31.41	19.55
4-stories.....	\$ 34.41	19.55

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PLAS0500-003 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.30	23.33

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PLUM0016-011 07/01/2016

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 38.17	17.33

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PLUM0250-001 03/05/2012

LOS ANGELES AND ORANGE

	Rates	Fringes
REFRIGERATION MECHANIC		
Refrigeration Fitter.....	\$ 39.94	16.51

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ROOF0036-001 08/01/2015

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS  
OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
Roofer.....	\$ 32.62	13.40

FOOTNOTE: Pitch premium: Work on which employees are exposed  
to pitch fumes or required to handle pitch, pitch base or  
pitch impregnated products, or any material containing coal  
tar pitch, the entire roofing crew shall receive \$1.75 per  
hour "pitch premium" pay.

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 ROOF0045-003 07/01/2014

IMPERIAL

	Rates	Fringes
Roofer.....	\$ 27.73	8.12

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SFCA0669-005 04/01/2016

AREA 1: IMPERIAL COUNTY; LOS ANGELES COUNTY (does not include the city of Pomona, Catalina Island, and that part of Los Angeles County within 25 miles of the city limits of Los Angeles); ORANGE COUNTY (does not include Catalina Island; San Clemente Island; City of Santa Ana; and remainder of Orange County within 25 miles of the city limits of Los Angeles); RIVERSIDE COUNTY; AND SAN BERNARDINO COUNTY (does not include the northern part of City of Chino, or the cities of Montclair and Ontario)

AREA 2: SAN LUIS OBISPO, SANTA BARBARA COUNTIES, VENTURA (does not include Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles) COUNTIES

	Rates	Fringes
SPRINKLER FITTER		
Area 1.....	\$ 36.88	20.28
Area 2.....	\$ 35.71	20.25

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SFCA0709-002 01/01/2017

LOS ANGELES COUNTY (the city of Pomona, Catalina Island, and that part of Los Angeles County within 25 miles of the city limits of Los Angeles); ORANGE COUNTY (San Clemente Island, the city of Santa Ana, and that part of Orange County within 25 miles of the city limits of Los Angeles); SAN BERNARDINO COUNTY (the northern part of the city of Chino, and the cities of Montclair and Ontario); VENTURA COUNTY (Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles)

	Rates	Fringes
SPRINKLER FITTER.....	\$ 39.66	24.97

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SHHE0105-001 07/01/2016

AREA 1: LOS ANGELES COUNTY (South of a straight line drawn between gorman and Big Pines, excluding the area South of Imperial Highway East of the Los Angeles River, excluding the cities of Long Beach, Claremont, and Pomona, excluding Catalina Island)

AREA 2: LOS ANGELES (Remainder), ORANGE, RIVERSIDE & SAN BERNARDINO COUNTIES

Work on general sheet metal and heating and air conditioning on single family dwellings, multiple family dwellings, track homes and apartment buildings individually conditioned by separate and independent units or systems

	Rates	Fringes
SHEET METAL WORKER		
AREA 1.....	\$ 25.12	9.71
AREA 2.....	\$ 29.54	19.09

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SHEE0206-003 01/01/2012

IMPERIAL

	Rates	Fringes
Sheet Metal (TECHNICIAN).....	\$ 25.22	6.69
SHEET METAL WORKER.....	\$ 33.05	19.23

SHEET METAL TECHNICIAN - SCOPE:

a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

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SHEE0273-001 08/01/2016

SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
SHEET METAL WORKER.....	\$ 40.46	27.90

HOLIDAYS: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Friday after, Christmas Day

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TEAM0011-001 08/01/2016

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 29.09	26.39
GROUP 2.....	\$ 29.24	26.39
GROUP 3.....	\$ 29.37	26.39

GROUP 4.....	\$ 29.56	26.39
GROUP 5.....	\$ 29.59	26.39
GROUP 6.....	\$ 29.62	26.39
GROUP 7.....	\$ 29.87	26.39
GROUP 8.....	\$ 30.12	26.39
GROUP 9.....	\$ 30.32	26.39
GROUP 10.....	\$ 30.62	26.39
GROUP 11.....	\$ 31.12	26.39
GROUP 12.....	\$ 31.55	26.39

WORK ON ALL MILITARY BASES - \$3.00 PER HOUR ADDITIONAL:

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, George AFB, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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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.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR  
OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: #RESIDENTIAL CARPENTER**

**RESIDENTIAL DETERMINATION:** R-23-31-2-2016-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates.

**ISSUE DATE:** December 1, 2016

**EXPIRATION DATE:** June 30, 2017\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director- Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

**WAGE RATES:**

<u>Classification(s)</u>	<u>Basic Straight-Time Hourly Rate</u>
Residential Framer & Finisher	\$29.55
Residential Insulation Installer	\$18.00
Residential Shingler	\$28.70
Residential Cabinet Installer	\$29.26
Residential Subterranean Garage Concrete Constructor	\$28.18
Residential Grade Slabber (Concrete)	\$28.18
Residential Wood Floor Installer	\$24.71

**EMPLOYER PAYMENTS:** (Labor Code Section 1773.1)

<b>Health &amp; Welfare:</b>	\$6.85 per hour worked
<b>Pension:</b>	\$4.66 per hour worked
<b>Vacation/Dues:</b>	\$4.95 per hour worked
<b>Training:</b>	\$0.57 per hour worked
<b>Other:</b>	\$0.39 per hour worked (\$0.66 for Residential Framer & Finisher)

**STRAIGHT TIME HOURS:** Eight (8) hours per day, Monday through Friday, shall constitute a day's work.<sup>a</sup>

**OVERTIME:** The first four (4) overtime hours, Monday through Friday, and the first eight (8) hours worked on Saturday will be paid at one and one-half (1½x) the basic straight-time hourly rate. All other overtime hours including Sundays and Holidays will be paid at double (2x) the basic straight-time hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day. If any of the holidays fall on Sunday, the Monday following shall be observed as a holiday. If Christmas or New Years should fall on Saturday, the Friday preceding shall be considered a holiday.

**TRAVEL AND SUBSISTENCE:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director- Research Unit at (415) 703-4774.

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# Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603. To obtain any commercial and residential apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Saturdays in the same work week may be worked at the straight-time hourly rate if the job is shut down during the normal workweek due to inclement weather.

\*The rates are in effect throughout the duration of the project.



**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR  
OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: #RESIDENTIAL CARPENTER: FENCE BUILDER**

**RESIDENTIAL DETERMINATION:** R-23-31-20-2016-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates.

**ISSUE DATE:** December 1, 2016

**EXPIRATION DATE:** June 30, 2017\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

**WAGE RATES:**

<u>Classification(s)</u>	<u>Basic Straight-Time Hourly Rate</u>
Residential Fence Builder	\$29.75

**EMPLOYER PAYMENTS:** (Labor Code Section 1773.1)

<b>Health &amp; Welfare:</b>	\$6.85 per hour worked
<b>Pension:</b>	\$4.41 per hour worked
<b>Vacation/Dues:</b>	\$3.80 per hour worked
<b>Training:</b>	\$0.57 per hour worked
<b>Other:</b>	\$0.21 per hour worked

**STRAIGHT TIME HOURS:** Eight (8) hours per day, Monday through Friday, shall constitute a day's work.<sup>a</sup>

**OVERTIME:** The first four (4) overtime hours, Monday through Friday, and all work performed on Saturday will be paid at one and one-half (1½x) the basic straight-time hourly rate. All other overtime hours including Sundays and Holidays will be paid at double (2x) the basic straight-time hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. If any of the holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. If any of the holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**TRAVEL AND SUBSISTENCE:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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<sup>#</sup> Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request (415) 703-4771 to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603. To obtain any commercial and residential apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Saturdays in the same work week may be worked at the straight-time hourly rate if the job is shut down during the normal workweek due to inclement weather.

<sup>\*\*</sup> Effective on July 1, 2017, there will be a \$1.65 increase to be allocated to wages and/or fringes. There will be no further increase applicable to this determination.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR  
OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: #RESIDENTIAL DRYWALL FINISHER**

**RESIDENTIAL DETERMINATION:** R-200-X-18-2016-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates.

**ISSUE DATE:** December 1, 2016

**EXPIRATION DATE:** September 30, 2017\*. Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415)703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

**WAGE RATES:**

<u>Classification(s)</u>	<u>Basic Straight-Time Hourly Rate</u>
Residential Drywall Finisher	\$22.10 <sup>a</sup>

**EMPLOYER PAYMENTS:** (Labor Code Section 1773.1)

<b>Health &amp; Welfare:</b>	\$8.05 per hour worked
<b>Pension:</b>	\$2.62 per hour worked
<b>Vacation/Dues:</b>	\$3.97 per hour worked
<b>Training:</b>	\$0.67 per hour worked
<b>Other:</b>	\$0.57 per hour worked

**STRAIGHT TIME HOURS:** <sup>b</sup> Forty (40) hours from Monday through Saturday shall constitute a week's work. Eight (8) hours shall constitute a work day.

**OVERTIME:** Overtime shall be paid at the rate of one and one-half (1.5) times the regular rate, except after eight (8) hours on Saturdays, Sundays and holidays, which shall be paid at the rate of double time excluding make up days.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, the Day before Christmas and Christmas Day. When one of the holidays falls on Sunday, the holiday shall be observed the following Monday. When one of the holidays falls on Saturday, no extra day will be given, except that if New Year should fall on Saturday, the Friday preceding shall be considered a legal holiday.

**TRAVEL AND SUBSISTENCE:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director- Research Unit at (415) 703-4774.

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<sup>#</sup> Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603. To obtain any commercial and residential apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>

<sup>a</sup> Include amounts for Dues Check-off (\$0.81).

<sup>b</sup> Saturdays in the same work week may be worked at the straight-time hourly rate if the job is shut down during the normal workweek due to inclement weather.

\* The rates are in effect throughout the duration of the project.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR  
OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: #RESIDENTIAL DRYWALL INSTALLER**

**RESIDENTIAL DETERMINATION:** R-31-X-41-2016-1A

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates.

**ISSUE DATE:** December 1, 2016

**EXPIRATION DATE:** June 30, 2017\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

**WAGE RATES:**

<u>Classification(s)</u>	<u>Basic Straight-Time Hourly Rate</u>
Residential Drywall Installer/Lather	\$22.10

**EMPLOYER PAYMENTS:** (Labor Code Section 1773.1)

<b>Health &amp; Welfare:</b>	\$6.85 per hour worked
<b>Pension:</b>	\$4.66 per hour worked
<b>Vacation/Dues:</b>	\$4.95 per hour worked
<b>Training:</b>	\$0.57 per hour worked
<b>Other:</b>	\$0.62 per hour worked <sup>a</sup>

**STRAIGHT TIME HOURS:** Eight (8) hours per day, Monday through Friday, shall constitute a day's work.<sup>b</sup>

**OVERTIME:** The first four (4) overtime hours, Monday through Friday, and the first eight (8) hours worked on Saturday will be paid at one and one-half (1½x) the basic straight-time hourly rate. All other overtime hours including Sundays and Holidays will be paid at double (2x) the basic straight-time hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day. If any of the holidays fall on Sunday, the Monday following shall be considered a holiday. If Christmas or New Years should fall on Saturday, the Friday preceding shall be considered a holiday.

**TRAVEL AND SUBSISTENCE:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director- Research Unit at (415) 703-4774.

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# Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603. To obtain any commercial and residential apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Include amounts for Contract Administration (\$0.20), Cooperation Committee (\$0.22) and Drywall Industry Fund (\$0.20).

<sup>b</sup> Saturdays in the same work week may be worked at the straight-time hourly rate if the job is shut down during the normal workweek due to inclement weather.

\*\*Effective on July 1, 2017, there will be an increase of \$2.00 allocated to wages and/or employer payments and \$0.05 to Other. Effective on July 1, 2018, there will be an increase of \$2.20 allocated to wages and/or employer payments and \$0.05 to Other. Effective on July 1, 2019, there will be an increase of \$2.30 allocated to wages and/or employer payments. There are no further increases applicable to this determination.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR  
OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: #RESIDENTIAL ELECTRICIAN**

**RESIDENTIAL DETERMINATION:** R-61-413-3-2016-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates.

**ISSUE DATE:** December 1, 2016

**EXPIRATION DATE:** December 31, 2016\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracted entered into now. Contact the Office of the Director – Research Unit at (415) 703-4774.

**LOCALITY:** All localities within Santa Barbara County.

**WAGE RATES:**

<u>Classification(s)</u>	<u>Basic Straight-Time Hourly Rate</u>
Residential Electrician: Inside Wireman	\$25.00

**EMPLOYER PAYMENTS: (Labor Code Section 1773.1)**

<b>Pension:</b>	\$1.75 per hour worked <sup>a</sup>
<b>Training:</b>	\$0.50 per hour worked
<b>Other:</b>	\$0.31 per hour worked <sup>b</sup>

**STRAIGHT TIME HOURS:**

Eight (8) consecutive hours from Monday through Friday shall constitute a workday.

**OVERTIME:** One and one-half times (1½x) the basic straight-time hourly rate and employer payments will be paid for the first two (2) daily overtime hours worked and for the first eight (8) hours worked on Saturday. Double (2x) the basic straight-time hourly rate and employer payments is paid for all hours worked in excess of ten (10) hours, Monday through Friday, and all hours worked in excess of eight hours on Saturdays, and for all hours worked on Sundays and Holidays.

**RECOGNIZED HOLIDAYS:**

New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday. If any of the holidays fall on Saturday the preceding Friday shall be observed as a holiday.

**TRAVEL AND SUBSISTENCE:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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# Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603. To obtain any commercial and residential apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Includes an amount equal to 3% of the Basic Hourly Rate for the National Employees Benefit Fund (NEBF) which is factored at the applicable overtime multiplier for each overtime hour. Pursuant to Labor Code sections 1773.1 and 1773.8 the amount paid for this employer payment may vary resulting in a lower taxable basic hourly rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

<sup>b</sup> Includes an amount for LMCC (\$0.08) and AMF (\$0.23) which is equal to 0.9% of the Basic Hourly Rate.

\*\* Effective on January 1, 2017, there will be an increase of \$1.00 to the Basic Hourly Rate, \$0.03 to NEBF  
There are no further increases applicable to this determination.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR  
OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: #RESIDENTIAL LABORER**

**RESIDENTIAL DETERMINATION:** R-23-102-2-2016-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates.

**ISSUE DATE:** December 1, 2016

**EXPIRATION DATE:** July 2, 2017\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

**WAGE RATES:**

<u>Classification(s)</u>	<u>Basic Straight-Time Hourly Rate</u>
Residential Laborer	\$31.86
Residential Cleanup, Landscaping, Fencing (Chain Link and Wood)	\$30.86

**EMPLOYER PAYMENTS:** (Labor Code Section 1773.1)

<b>Health &amp; Welfare:</b>	\$7.06 per hour worked
<b>Pension:</b>	\$4.19 per hour worked
<b>Vacation/Dues:</b>	\$3.67 per hour worked
<b>Training:</b>	\$0.69 per hour worked
<b>Other:</b>	\$0.12 per hour worked <sup>b</sup>

**STRAIGHT TIME HOURS:**

Eight (8) hours per day, forty (40) hours per week, Monday through Friday.<sup>a</sup>

**OVERTIME:** One and a half (1½x) the basic straight-time hourly rate will be paid for all overtime hours except hours worked over 12 in a single workday, Sundays and Holidays, which shall be paid at double (2x) the basic straight-time hourly rate.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day. If any of the holidays fall on Sunday, the Monday following shall be observed as a legal holiday.

*(Continued)*

**TRAVEL AND SUBSISTENCE:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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#Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request (415) 703-4771 to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603. To obtain any commercial and residential apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Saturdays may be worked at straight time if job is shut down during normal work week due to inclement weather or similar Act of God, or a situation beyond the employers control.

<sup>b</sup> Amount is for Laborers Trusts' Administrative Trust Fund.

\*\* Effective on July 3, 2017, there will be an increase of \$1.65 allocated as follows: \$0.25 to pension and \$1.40 to wages and/or employer payments.

There are no further increases applicable to this determination.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR  
OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: #RESIDENTIAL PLASTER TENDER**

**RESIDENTIAL DETERMINATION:** R-102-X-16-2016-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates.

**ISSUE DATE:** December 1, 2016

**EXPIRATION DATE:** August 1, 2017\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

**WAGE RATES:**

<u>Classification(s)</u>	<u>Basic Straight-Time Hourly Rate</u>
Residential Plaster Tender	\$32.15
Residential Plaster Clean-Up Laborer	\$29.60

**EMPLOYER PAYMENTS:** (Labor Code Section 1773.1)

<b>Health &amp; Welfare:</b>	\$7.06 per hour worked
<b>Pension:</b>	\$6.15 per hour worked
<b>Vacation/Dues:</b>	\$5.05 per hour worked
<b>Training:</b>	\$1.02 per hour worked
<b>Other:</b>	\$1.02 per hour worked <sup>a</sup>

**STRAIGHT TIME HOURS:** Eight (8) hours per day, Monday through Friday, shall constitute a day's work. Saturdays in the same workweek may be worked at the straight-time hourly rates if the job is shut down during the normal workweek due to inclement weather or other situation beyond the Contractor's control.

**OVERTIME:** The first four (4) daily overtime hours worked and the first eight (8) hours worked on Saturday shall be paid at one and one-half (1½x) the basic straight-time hourly rate. All other overtime hours including Sundays and Holidays shall be paid at double (2x) the basic straight-time hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. If any of the holidays fall on Sunday, the Monday following shall be observed as a holiday.

**TRAVEL AND SUBSISTENCE:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>#</sup> Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603. To obtain any commercial and residential apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Includes an amount (\$0.40) for Center for Contract Compliance, an amount (\$0.50) for Administrative Trust, and an amount (\$0.12) for Laborers' Trust Administrative Fund.

**\*\*Effective on August 2, 2017,** there will be an increase of \$1.75 allocated to wages and/or employer payments. There are no further increases applicable to this determination.



**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR  
OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: #RESIDENTIAL PLASTERER**

**RESIDENTIAL DETERMINATION:** R-203-X-2-2016-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates.

**ISSUE DATE:** December 1, 2016

**EXPIRATION DATE:** August 1, 2017\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

**WAGE RATES:**

<u>Classification(s)</u>	<u>Basic Straight-Time Hourly Rate</u>
Residential Plasterer	\$31.41

**EMPLOYER PAYMENTS:** (Labor Code Section 1773.1)

<b>Health &amp; Welfare:</b>	\$9.13 per hour worked
<b>Pension:</b>	\$4.21 per hour worked
<b>Vacation &amp; Holiday:</b>	\$5.55 per hour worked <sup>a</sup>
<b>Training:</b>	\$0.63 per hour worked
<b>Other:</b>	\$0.99 per hour worked <sup>b</sup>

**STRAIGHT TIME HOURS:** Eight (8) hours per day, Monday through Friday, shall constitute a day's work. In the event, due to inclement weather or situation beyond the Contractor's control, it is not reasonably possible to complete forty (40) hours of work, Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight time rate.

**OVERTIME:** One and one-half (1½x) the basic straight-time hourly rate shall be paid for work performed for all daily overtime hours and the first eight (8) hours worked on Saturdays. Double (2x) the basic straight-time hourly rate shall be paid for work performed after the first twelve (12) hours in any work day, and after the first eight (8) hours on Saturdays, and for all work performed on Sundays and Holidays.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving, and Christmas Day. If any of the holidays fall on a Sunday, the following Monday shall be considered a legal holiday.

**TRAVEL AND SUBSISTENCE:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director- Research Unit at (415) 703-4774.

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# Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603. To obtain any commercial and residential apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Includes an amount (\$0.52) for International Dues Check-off and an amount (\$2.03) for Dues Check-off, which are not factored at the overtime multiplier rates.

<sup>b</sup> Includes an amount (\$0.50) for Work Preservation, an amount (\$0.48) for Administrative Trust Fund and an amount (\$0.01) for Vacation Administration.

\*\*Effective on August 2, 2017, there will be an increase of \$1.75 to be allocated to wages and/or fringes.  
There are no further increases applicable to this determination.



**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR  
OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: #RESIDENTIAL PLUMBER**

**RESIDENTIAL DETERMINATION:** R-204-X-6-2016-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates.

**ISSUE DATE:** December 1, 2016

**EXPIRATION DATE:** June 30, 2017\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

**WAGE RATES:**

<u>Classification(s)</u>	<u>Basic Straight-Time Hourly Rate</u>
Residential Plumber	\$35.86 <sup>b</sup>
Residential Pre-Trainee <sup>a</sup>	\$18.25 <sup>b</sup>
Residential Trainee 1 <sup>a</sup>	\$18.25 <sup>b</sup>
Residential Trainee 2 <sup>a</sup>	\$23.31 <sup>b</sup>
Residential Trainee 3 <sup>a</sup>	\$28.33 <sup>b</sup>

**EMPLOYER PAYMENTS:** (Labor Code Section 1773.1)

**Residential Plumber**

<b>Health &amp; Welfare:</b>	\$8.16 per hour worked
<b>Pension:</b>	\$8.10 per hour worked <sup>c</sup>
<b>Vacation and Holiday:</b>	\$2.31 per hour worked <sup>d</sup>
<b>Training:</b>	\$1.07 per hour worked
<b>Other:</b>	\$1.05 per hour worked

**Residential Pre-Trainee**

<b>Pension:</b>	\$0.90 per hour worked
<b>Vacation and Holiday:</b>	\$0.65 per hour worked <sup>d</sup>
<b>Training:</b>	\$1.00 per hour worked
<b>Other:</b>	\$1.05 per hour worked

**Residential Trainee 1 through 3**

<b>Health &amp; Welfare:</b>	\$8.16 per hour worked
<b>Pension:</b>	\$0.90 per hour worked
<b>Vacation and Holiday:</b>	\$0.65 per hour worked <sup>d</sup>
<b>Training:</b>	\$1.00 per hour worked for Trainee 1; \$1.03 per hour worked for Trainee 2; and \$1.07 per hour worked for Trainee 3
<b>Other:</b>	\$1.05 per hour worked

**STRAIGHT TIME HOURS:** Eight (8) hours per day, Monday through Friday, shall constitute a day's work.

**OVERTIME:** All hours worked over eight (8) hours a day and all hours worked on Saturday shall be paid at one and one-half (1½x) the basic straight-time hourly rate. All hours worked on Sundays and Holidays shall be paid at double (2x) the basic straight-time hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

*(Continued)*

**TRAVEL AND SUBSISTENCE:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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# Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603. To obtain any commercial and residential apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> One (1) Trainee may be employed for every one (1) Residential Plumber.

<sup>b</sup> Includes an amount (\$1.60) withheld for dues check-off.

<sup>c</sup> Includes an amount (\$0.90) for National Pension and an amount (\$0.75) for Retirees' Christmas funds.

<sup>d</sup> Vacation and Holiday contributions on all overtime (even at Double Time) is paid at time and one half (1½x).

\*\* Predetermined Increases (Residential Plumber)

Effective July 1, 2017: \$1.97 to be allocated to wages and/or fringes.

There will be no further increases applicable to this determination.

There are no predetermined increases applicable to the Residential Pre-Trainee and Residential Trainee classifications.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR  
OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: #RESIDENTIAL PLUMBER: FIRE SPRINKLER FITTER**

**RESIDENTIAL DETERMINATION:** R-204-669-1-2016-1A

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates.

**ISSUE DATE:** December 1, 2016

**EXPIRATION DATE:** December 31, 2016\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit at (415) 703-4774.

**LOCALITY:** All localities within Calaveras, Fresno, Kern (Portions of County west of Highway 14), Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Joaquin, San Luis Obispo, Santa Barbara, Santa Cruz, Stanislaus, Tulare, and Tuolumne Counties.

**WAGE RATES:**

<b><u>Classification(s)</u></b>	<b><u>Basic Straight-Time Hourly Rate</u></b>
Residential Fire Sprinkler Fitter: Building Trades Journeyman <sup>a</sup>	\$26.78
Residential Fire Sprinkler Fitter: Residential Tradesman <sup>a</sup>	\$26.78

**EMPLOYER PAYMENTS:** (Labor Code Section 1773.1)

**Building Trades Journeyman**

<b>Health &amp; Welfare:</b>	\$8.77 per hour worked.
<b>Pension:</b>	\$11.03 per hour worked.
<b>Training:</b>	\$0.45 per hour worked.
<b>Other Payment:</b>	\$0.25 per hour worked <sup>b</sup>

**Residential Tradesman**

<b>Health &amp; Welfare:</b>	\$4.25 per hour worked.
<b>Pension:</b>	\$0.65 per hour worked.
<b>Training:</b>	\$0.20 per hour worked.
<b>Other Payments:</b>	\$0.25 per hour worked <sup>b</sup>

**STRAIGHT TIME HOURS:** Eight (8) hours per day, Monday through Friday, shall constitute a day's work.

**OVERTIME:** All residential overtime hours shall be paid at one and one-half (1½x) the basic straight-time hourly rate.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If any of the holidays fall on Sunday, the Monday following shall be observed as a holiday. If any of the holidays should fall on Saturday, the Friday preceding shall be considered a holiday.

*(Continued)*

**TRAVEL AND SUBSISTENCE:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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# Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603. To obtain any commercial and residential apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Applies to Fire Protection Sprinkler Fitter work does not apply to other plumbing work.

<sup>b</sup> Amount is for Industry Promotion Fund.

\*\* Residential Fire Sprinkler Fitter: Building Trades Journeyman:

Effective on January 1, 2017, there will be an increase of \$0.40 to Health and Welfare and \$0.15 to Pension.

Effective on April 1, 2017, there will be an increase of \$1.12 to Basic Hourly Rate, \$0.15 to Pension, and \$0.02 to Training.

Effective on January 1, 2018, there will be an increase of \$0.50 to Health and Welfare and \$0.20 to Pension.

Effective on April 1, 2018, there will be an increase of \$1.24 to Basic Hourly Rate, \$0.25 to Pension, and \$0.05 to Training.

Effective on January 1, 2019, there will be an increase of \$0.35 to Health and Welfare and \$0.20 to Pension.

There will be no further increases applicable to this determination.

\*\* Residential Fire Sprinkler Fitter: Tradesman:

Effective on April 1, 2017, there will be an increase of \$1.12 to Basic Hourly Rate.

Effective on April 1, 2018, there will be an increase of \$1.24 to Basic Hourly Rate.

There will be no further increases applicable to this determination.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #Cranes, Pile Driver and Hoisting Equipment (Operating Engineer)**

**DETERMINATION:** SC-23-63-2-2016-2B

**ISSUE DATE:** August 22, 2016

**EXPIRATION DATE OF DETERMINATION:** June 30, 2017\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (c)	Saturday (d)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b)											
Group 1	\$43.20	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$69.09	\$90.690	\$90.690	\$112.29
Group 2	\$43.98	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$69.87	\$91.860	\$91.860	\$113.85
Group 3	\$44.27	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$70.16	\$92.295	\$92.295	\$114.43
Group 4	\$44.41	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$70.30	\$92.505	\$92.505	\$114.71
Group 5	\$44.63	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$70.52	\$92.835	\$92.835	\$115.15
Group 6	\$44.74	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$70.63	\$93.000	\$93.000	\$115.37
Group 7	\$44.86	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$70.75	\$93.180	\$93.180	\$115.61
Group 8	\$45.03	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$70.92	\$93.435	\$93.435	\$115.95
Group 9	\$45.20	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.09	\$93.690	\$93.690	\$116.29
Group 10	\$46.20	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.09	\$95.190	\$95.190	\$118.29
Group 11	\$47.20	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$73.09	\$96.690	\$96.690	\$120.29
Group 12	\$48.20	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$74.09	\$98.190	\$98.190	\$122.29
Group 13	\$49.20	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$75.09	\$99.690	\$99.690	\$124.29

• # Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Includes an amount withheld for supplemental dues.

<sup>b</sup> For classifications within each group, see page 10B.

<sup>c</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>d</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

**NOTE:** For Special Shift and Multi-Shift, see pages 10A-1 and 10A-2.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Determination: SC-23-63-2-2016-2B; SC-23-63-2-2016-2B1; SC-23-63-2-2016-2B2**

**CLASSIFICATIONS:**

**GROUP 1**

Engineer Oiler

**GROUP 2**

Truck Crane Oiler

**GROUP 3**

A-Frame or Winch Truck Operator

Ross Carrier Operator (Jobsite)

**GROUP 4**

Bridge-Type Unloader and Turntable Operator

Helicopter Hoist Operator

Snobble Unit (pin-n-go or similar type)

**GROUP 5**

Hydraulic Boom Truck/Knuckleboom

Stinger Crane (Austin-Western or similar type)

Tugger Hoist Operator (1 drum)

**GROUP 6**

Bridge Crane Operator

Cretor Crane Operator

Hoist Operator (Chicago Boom and similar type)

Lift Mobile Operator

Lift Slab Machine Operator (Vagtborg and similar types)

Material Hoist and/or Manlift Operator

Polar Gantry Crane Operator

Prentice Self-Loader

Self Climbing Scaffold (or similar type)

Shovel, Dragline, Clamshell Operator (over 3/4 yd and up to 5 cu yds, M.R.C.)

Silent Piler

Tugger Hoist Operator (2 drum)

**GROUP 7**

Pedestal Crane Operator

Shovel, Dragline, Clamshell Operator (over 5 cu yds, M.R.C.)

Tower Crane Repairman

Tugger Hoist Operator (3 drum)

**GROUP 8**

Crane Operator (up to and including 25 ton capacity)

Crawler Transporter Operator

Derrick Barge Operator (up to and including 25 ton capacity)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton capacity)

Shovel, Dragline, Clamshell Operator (over 7 cu yds M.R.C.)

**GROUP 9**

Crane Operator (over 25 tons, up to and including 50 ton M.R.C.)

Derrick Barge Operator (over 25 tons, up to and including 50 ton M.R.C.)

Highline Cableway Operator

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50 ton M.R.C.)

K-Crane

Polar Crane Operator

Self Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) tons.

**GROUP 10**

ABI/Fundex Machine

Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100 ton M.R.C.)

Mobile Tower Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Shovel, Dragline, Clamshell Operator (over 10 cu. yds.)

**GROUP 11**

Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)

Derrick Barge Operator (over 100 tons, up to and including 200 tons M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200 ton M.R.C.)

Mobile Tower Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)

Tower Crane Operator and Tower Gantry

**GROUP 12**

Crane Operator (over 200 tons, up to and including 300 tons M.R.C.)

Derrick Barge Operator (over 200 tons, up to and including 300 tons M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300 ton M.R.C.)

Mobile Tower Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)

**GROUP 13**

Crane Operator (over 300 tons)

Derrick Barge Operator (over 300 tons)

Helicopter Pilot

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)

Hydraulically Controlled Lift Gantry Operator BCR Lift System (over 300 tons)

Mobile Tower Crane Operator (over 300 tons)

**MISCELLANEOUS PROVISIONS:**

1. Operators on hoists with three drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
2. All heavy duty repairman and heavy duty combination shall receive fifty cents (50¢) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
3. Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #Cranes, Pile Driver and Hoisting Equipment (Operating Engineer, Special Shift)**

**DETERMINATION:** SC-23-63-2-2016-2B1

**ISSUE DATE:** August 22, 2016

**EXPIRATION DATE OF DETERMINATION:** June 30, 2017\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (c )	Saturday (d)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b)											
Group 1	\$43.70	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$69.59	\$91.440	\$91.440	\$113.29
Group 2	\$44.48	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$70.37	\$92.610	\$92.610	\$114.85
Group 3	\$44.77	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$70.66	\$93.045	\$93.045	\$115.43
Group 4	\$44.91	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$70.80	\$93.255	\$93.255	\$115.71
Group 5	\$45.13	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.02	\$93.585	\$93.585	\$116.15
Group 6	\$45.24	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.13	\$93.750	\$93.750	\$116.37
Group 7	\$45.36	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.25	\$93.930	\$93.930	\$116.61
Group 8	\$45.53	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.42	\$94.185	\$94.185	\$116.95
Group 9	\$45.70	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.59	\$94.440	\$94.440	\$117.29
Group 10	\$46.70	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.59	\$95.940	\$95.940	\$119.29
Group 11	\$47.70	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$73.59	\$97.440	\$97.440	\$121.29
Group 12	\$48.70	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$74.59	\$98.940	\$98.940	\$123.29
Group 13	\$49.70	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$75.59	\$100.440	\$100.440	\$125.29

• # Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Includes an amount withheld for supplemental dues.

<sup>b</sup> For classifications within each group, see page 10B.

<sup>c</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>d</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #Cranes, Pile Driver and Hoisting Equipment (Operating Engineer, Multi-Shift)**

**DETERMINATION:** SC-23-63-2-2016-2B2

**ISSUE DATE:** August 22, 2016

**EXPIRATION DATE OF DETERMINATION:** June 30, 2017\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours (e)	Total Hourly Rate	Daily	Saturday (d)	Sunday/ Holiday
									(c )	1 1/2X	1 1/2X
Classification Groups (b)											
Group 1	\$44.20	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$70.09	\$92.190	\$92.190	\$114.29
Group 2	\$44.98	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$70.87	\$93.360	\$93.360	\$115.85
Group 3	\$45.27	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.16	\$93.795	\$93.795	\$116.43
Group 4	\$45.41	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.30	\$94.005	\$94.005	\$116.71
Group 5	\$45.63	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.52	\$94.335	\$94.335	\$117.15
Group 6	\$45.74	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.63	\$94.500	\$94.500	\$117.37
Group 7	\$45.86	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.75	\$94.680	\$94.680	\$117.61
Group 8	\$46.03	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.92	\$94.935	\$94.935	\$117.95
Group 9	\$46.20	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.09	\$95.190	\$95.190	\$118.29
Group 10	\$47.20	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$73.09	\$96.690	\$96.690	\$120.29
Group 11	\$48.20	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$74.09	\$98.190	\$98.190	\$122.29
Group 12	\$49.20	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$75.09	\$99.690	\$99.690	\$124.29
Group 13	\$50.20	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$76.09	\$101.190	\$101.190	\$126.29

• # Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Includes an amount withheld for supplemental dues.

<sup>b</sup> For classifications within each group, see page 10B.

<sup>c</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>d</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>e</sup> The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



DEPARTMENT OF INDUSTRIAL RELATIONS  
Office of the Director – Research Unit  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

MAILING ADDRESS:  
P. O. Box 420603  
San Francisco, CA 94142-0603



**PREDETERMINED INCREASES FOR**

**OPERATING ENGINEER (SC-23-63-2-2016-2)  
OPERATING ENGINEER (MULTI-SHIFT) (SC-23-63-2-2016-2)  
OPERATING ENGINEER (SPECIAL SHIFT) (SC-23-63-2-2016-2)**

**CRANES, PILE DRIVER AND HOISTING EQUIPMENT  
(OPERATING ENGINEER) (SC-23-63-2-2016-2B)**

**CRANES, PILE DRIVER AND HOISTING EQUIPMENT  
(OPERATING ENGINEER, MULTI-SHIFT) (SC-23-63-2-2016-2B1)**

**CRANES, PILE DRIVER AND HOISTING EQUIPMENT  
(OPERATING ENGINEER, SPECIAL SHIFT) (SC-23-63-2-2016-2B2)**

**TUNNEL (OPERATING ENGINEER) (SC-23-63-2-2016-2C)**

**TUNNEL (OPERATING ENGINEER) (SC-23-63-2-2016-2C1) (MULTI-SHIFT)**

**BUILDING/CONSTRUCTION INSPECTOR, FIELD SOILS AND MATERIAL  
TESTER, AND NON-DESTRUCTIVE TESTING (SC-23-63-2-2016-2D)**

**BUILDING/CONSTRUCTION INSPECTOR, FIELD SOILS AND MATERIAL  
TESTER, AND NON-DESTRUCTIVE TESTING (SPECIAL SHIFT)  
(SC-23-63-2-2016-2D1)**

**BUILDING/CONSTRUCTION INSPECTOR, FIELD SOILS AND MATERIAL  
TESTER, AND NON-DESTRUCTIVE TESTING (MULTI-SHIFT)  
(SC-23-63-2-2016-2D2)**

**ALL LOCALITIES WITH IMPERIAL, INYO, KERN, LOS ANGELES, MONO,  
ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO,  
SANTA BARBARA, AND VENTURA COUNTIES**

These predetermined increases for the above named crafts apply only to the current determinations for work being performed on public works projects with bid advertisement dates on or after **September 1, 2016**, until the determination(s) is/are superseded by a new determination(s) or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (\*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (\*\*) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

**OPERATING ENGINEER: All Classifications and All Shifts**

The above Determinations are currently in effect and will expire on June 30, 2017\*\*.

**Effective on July 1, 2017**, there will be an increase of \$2.30 to be allocated to wages and/or fringes.

**Effective on July 1, 2018**, there will be an increase of \$2.30 to be allocated to wages and/or fringes.

There will be no further increases applicable to these determinations.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: # ELEVATOR CONSTRUCTOR**

**DETERMINATION:** SC-62-X-999-2017-1

**ISSUE DATE:** February 22, 2017

**EXPIRATION DATE OF DETERMINATION:** July 8, 2017\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within Imperial, Los Angeles, Orange, Riverside, San Diego, Santa Barbara and Ventura counties. <sup>a</sup>Portions of Kern, San Bernardino and San Luis Obispo counties are detailed below.

Classification (Journey person)	Employer Payments						Straight-time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension <sup>c</sup>	Vacation/ Holiday <sup>b</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily <sup>d</sup> 1 ½X	Saturday <sup>d</sup> 1 ½X	Sunday and Holiday
Mechanic	\$52.21	15.275	15.71	4.74	0.60	0.30	8	\$88.835	\$114.94	\$114.94	\$141.045
Mechanic (employed in industry more than 5 years)	\$52.21	15.275	15.71	5.79	0.60	0.30	8	\$89.885	\$115.99	\$115.99	\$142.095
Helper <sup>c</sup>	\$36.55	15.275	15.71	3.32	0.60	0.30	8	\$71.755	\$90.03	\$90.03	\$108.31
Helper (employed in industry more than 5 years) <sup>c</sup>	\$36.55	15.275	15.71	4.05	0.60	0.30	8	\$72.485	\$90.76	\$90.76	\$109.04

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Applies to that portion of these counties south of the Tehachapi Line. For more information contact the Office of the Director – Research Unit.

<sup>b</sup> Includes an amount for 8 paid holidays.

<sup>c</sup> Ratio: The total number of Helpers employed shall not exceed the number of Mechanics on any one job. When removing old and installing new cables on existing elevator installations, the Company may use two (2) Helpers, Apprentices or Assistant Mechanics to one (1) Mechanic. Two (2) Helpers, Apprentices or Assistant Mechanics to each three (3) Mechanics may be employed in Contract Service work only. For more information on the use of Helpers, contact the Office of the Director – Research Unit.

<sup>d</sup> For Contract Service work only. All other overtime is paid at the Sunday/Holiday rate.

<sup>e</sup> Includes an amount for Annuity Trust Fund.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**LOCALITY: SANTA BARBARA COUNTY**  
**DETERMINATION: STB-2017-1**

DETERMINATION: STB-2017-1			EMPLOYER PAYMENTS							STRAIGHT-TIME		OVERTIME HOURLY RATE		
CRAFT (JOURNEY LEVEL)		ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
#	BRICKLAYER, STONEMASON, CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER	8/22/2016	04/30/2017*	A 36.740	8.500	5.200	-	B 0.810	-	C 8.0	51.250	D 69.620	D 69.620	87.990
#	BRICKLAYER:													
	MASON FINISHER	8/22/2016	04/30/2017*	E 27.310	7.750	7.150	-	F 0.730	0.400	C 8.0	43.340	G 56.990	G 56.990	70.650
# H	BRICK TENDER	8/22/2016	06/30/2017**	30.520	7.060	6.750	I 4.100	0.650	0.470	C 8.0	49.550	64.810	64.810	80.070
#	BRICK TENDER:													
	FORKLIFT OPERATOR	8/22/2016	06/30/2017**	30.970	7.060	6.750	I 4.100	0.650	0.470	C 8.0	50.000	65.490	65.490	80.970
#	CARPET, LINOLEUM, RESILIENT TILE LAYER	2/22/2017	04/30/2017**	A 31.100	5.080	6.300	2.050	0.630	0.280	8.0	45.440	60.990	J 60.990	76.540
K	MATERIAL HANDLER	2/22/2017	04/30/2017**	A 10.500	5.080	2.280	0.550	0.630	0.180	8.0	19.220	24.470	L 24.470	29.720
#	DRYWALL FINISHER													
	DRYWALL FINISHER	2/22/2017	09/30/2017**	A 37.180	8.050	6.130	3.070	0.670	0.570	8.0	55.670	74.260	M 74.260	92.850
#	ELECTRICIAN:													
	INSIDE WIREMAN	2/22/2017	12/31/2017**	N 41.410	10.080	O 8.220	-	1.000	P 0.680	8.0	62.630	Q 93.960	Q 93.960	R 125.270
	CABLE SPLICER	2/22/2017	12/31/2017**	N 43.410	10.080	O 8.220	-	1.000	P 0.700	8.0	64.710	Q 97.080	Q 97.080	R 129.420
	SOUND INSTALLER	2/22/2017	12/31/2017**	32.500	7.750	S 3.260	-	0.650	P 0.350	8.0	45.490	T 62.220	T 62.220	78.960
#	FIELD SURVEYOR:													
U	CHIEF OF PARTY (018.167-010)	2/22/2017	09/30/2017**	46.710	11.450	9.650	I 4.520	1.050	0.150	8.0	73.530	T 96.890	T 96.890	120.240
U	INSTRUMENTMAN (018.167-034)	2/22/2017	09/30/2017**	44.210	11.450	9.650	I 4.350	1.050	0.150	8.0	70.860	T 92.970	T 92.970	115.070
U	CHAINMAN/RODMAN (869.567-010)	2/22/2017	09/30/2017**	43.630	11.450	9.650	I 4.300	1.050	0.150	8.0	70.230	T 92.040	T 92.040	113.860
#	GLAZIER	8/22/2016	05/31/2017*	V 41.700	W 7.250	13.110	X -	0.770	0.530	8.0	63.360	Y 83.210	Y 83.210	103.060
#	MARBLE FINISHER	8/22/2016	05/31/2017*	Z 29.200	9.250	2.830	-	0.850	0.330	AA 8.0	42.460	AB 57.060	AC 57.060	AD 71.660
#	PAINTER													
AE	INDUSTRIAL PAINTER	8/22/2016	06/30/2017**	AF 32.520	8.050	3.040	1.550	0.700	0.910	8.0	46.770	AG 63.030	AG 63.030	AG 63.030
#	PAINTER:													
AE	PAINTER, LEAD ABATEMENT	8/22/2016	06/30/2017**	AF 29.040	8.050	3.040	1.550	0.600	0.910	8.0	43.190	AG 57.710	AG 57.710	AG 57.710
AE	REPAINT PAINTER, LEAD ABATEMENT	8/22/2016	06/30/2017**	AF 24.400	8.050	3.040	1.550	0.600	0.910	8.0	38.550	AH 50.750	AH 50.750	AH 50.750
AE	IRON AND STEEL	8/22/2016	06/30/2017**	AF 31.120	8.050	3.040	1.550	0.600	0.910	8.0	45.270	AG 60.830	AG 60.830	AG 60.830
AE	INDUSTRIAL REPAINT PAINTER	8/22/2016	06/30/2017**	AF 28.840	8.050	3.040	1.550	0.700	0.910	8.0	43.090	AH 57.510	AH 57.510	AH 57.510
#	PLASTERER	8/22/2016	08/01/2017**	34.410	9.130	4.210	AI 5.580	0.630	0.990	AJ 8.0	54.950	AG 72.150	AK 72.150	89.360
# AL	PLASTER TENDER	8/22/2016	08/01/2017**	34.150	7.060	6.150	AI 5.050	1.020	1.020	8.0	54.450	AM 71.530	AN 71.530	88.600
	PLASTER CLEAN-UP LABORER	8/22/2016	08/01/2017**	31.600	7.060	6.150	AI 5.050	1.020	1.020	8.0	51.900	AM 67.700	AN 67.700	83.500
#	PLUMBER:													
	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	2/22/2017	06/30/2017**	AO 44.160	8.160	AP 11.400	AQ 3.030	1.850	AR 1.100	8.0	69.700	AS 92.500	AS 92.500	113.780
	SEWER AND STORM DRAIN PIPELAYER	2/22/2017	06/30/2017**	AO 33.870	8.050	AP 8.550	AQ 1.000	1.580	AR 1.100	8.0	54.150	70.790	AT 70.790	86.920
AU	SEWER AND STORM DRAIN PIPE TRADESMAN	2/22/2017	06/30/2017**	AO 17.410	8.050	0.380	-	1.010	AR 0.950	8.0	27.800	35.710	AT 35.710	43.610
	SERVICE & REPAIR (PLUMBER/HVAC-FITTER)	2/22/2017	06/30/2017**	AO 42.700	8.160	AP 11.090	AQ 3.030	1.180	AR 1.100	8.0	67.260	89.330	AV 89.330	AW 109.880
	LANDSCAPE/IRRIGATION FITTER	8/22/2016	06/30/2017**	Z 28.340	8.160	AP 11.400	AQ 2.490	1.240	AR 0.900	AT 8.0	52.530	67.950	67.950	82.120
AX	LANDSCAPE/IRRIGATION TRADESMAN	8/22/2016	06/30/2017*	Z 14.110	2.000	AP 0.880	-	0.100	AR 0.850	AT 8.0	17.940	25.000	25.000	32.050
	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	2/22/2017	03/31/2017**	35.710	9.170	AY 11.180	-	0.450	0.250	8.0	56.760	74.610	74.610	92.470

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**LOCALITY: SANTA BARBARA COUNTY**  
**DETERMINATION: STB-2017-1**

DETERMINATION: STB-2017-1			EMPLOYER PAYMENTS							STRAIGHT-TIME		OVERTIME HOURLY RATE		
CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY	
ROOFER	2/22/2017	03/31/2017*	& 10.500	7.560	5.590	-	0.400	0.020	8.0	24.070	29.320	29.320	29.320	
# SHEET METAL WORKER (HVAC)	8/22/2016	07/30/2017*	A 40.460	9.850	AZ 16.740	BA -	1.490	1.200	AT 8.0	69.740	BB 89.970	BB 89.970	BC 110.200	
# TERRAZZO FINISHER	2/22/2017	08/31/2017**	A 28.530	8.360	3.400	BA -	0.510	0.120	AT 8.0	40.920	AB 55.190	AC 55.190	AD 69.450	
# TERRAZZO WORKER	2/22/2017	08/31/2017**	A 35.570	9.150	3.400	BA -	0.590	0.120	AT 8.0	48.830	AB 66.610	AC 66.610	AD 84.400	
# TILE FINISHER	2/22/2017	05/31/2017*	Z 24.530	8.430	1.890	-	0.760	0.280	AA 8.0	35.890	AB 48.160	AC 48.160	AD 60.420	
# TILE LAYER	2/22/2017	05/31/2017*	Z 35.890	9.250	6.030	-	0.960	0.370	AA 8.0	52.500	AB 70.440	AC 70.440	AD 88.390	

FOOTNOTES

[FOOTNOTES](#)

**LOCALITY: SANTA BARBARA COUNTY**

**DETERMINATION: STB-2017-1**

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\* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.

\*\* THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.

# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP). TO OBTAIN APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/DAS/DAS.HTML)

& THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.

A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.

B INCLUDES AN AMOUNT, \$0.51, FOR THE IMI TRAINING FUND.

C SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER, OR REASONS BEYOND THE CONTROL OF EMPLOYER.

D RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAYS. ALL OTHER TIME IS PAID AT THE SUNDAY/HOLIDAY OVERTIME RATE.

E INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF AND CONTRACT COMPLIANCE.

F INCLUDES AN AMOUNT, \$0.43, FOR IMI TRAINING FUND.

G RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

H THE RATIO OF BRICK TENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICK TENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.

I INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.

J RATE APPLIES TO THE FIRST 12 HOURS WORKED ON SATURDAY, ALL OTHER TIME IS PAID AT DOUBLE TIME. SATURDAY MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE FOR THE FIRST 8 HOURS IF INCLEMENT WEATHER FORCES A SYNTHETIC/ARTIFICIAL TURF PROJECT TO SHUT DOWN DURING THE REGULAR WORK WEEK (MONDAY THROUGH FRIDAY)

K A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.

L RATE APPLIES TO THE FIRST 12 HOURS ON SATURDAY, ALL OTHER TIME IS PAID AT DOUBLE TIME.

M RATE APPLIES TO FIRST 8 HOURS ONLY. DOUBLE TIME THEREAFTER. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.

N INCLUDES AN AMOUNT FOR WORKING DUES (6.75%).

O IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGE

P INCLUDES AN AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND THE ADMINISTRATIVE MAINTENANCE FUND.

Q RATE APPLIES TO THE FIRST 2 DAILY AND THE FIRST 8 SATURDAY OVERTIME HOURS WORKED. ALL OTHER OVERTIME IS PAID AT THE SUNDAY RATE. ALL FRINGES FACTORED INTO OT RATE.

R ALL FRINGES FACTORED INTO OT RATE.

S IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.

T RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

U DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.

V INCLUDES AMOUNT WITHHELD FOR DUES CHECKOFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES \$2.00 OF VACATION THAT IS NOT FACTORED IN THE OVERTIME RATES.

W INCLUDES AN AMOUNT PER HOUR WORKED OR PAID TO DISABILITY FUND.

X INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.

Y RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.

Z INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.

AA SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO A WORK STOPPAGE SUCH AS RAIN OR ANY OTHER STOPPAGE THAT IS BEYOND THE CONTROL OF THE CONTRACTOR

AB RATE APPLIES TO FIRST TWO DAILY OVERTIME HOURS WORKED; ALL OTHER OVERTIME IS PAID AT THE HOLIDAY OVERTIME HOURLY RATE.

AC RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL OTHER TIME IS PAID AT THE HOLIDAY RATE.

AD RATE APPLIES TO WORK ON HOLIDAYS ONLY; SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE.

AE AN ADDITIONAL \$0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.

AF INCLUDES AMOUNT WITHHELD FOR WORKING DUES.

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AG DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.

AH ON REPAINT WAGE WORK ANY 8 HOURS IN A 24 HOUR PERIOD MONDAY THROUGH SUNDAY SHALL BE THE WORK DAY AND ANY 40 HOURS IN A WEEK SHALL BE THE WORK WEEK, PROVIDED THAT THE 40 HOURS WORKED IN 5 CONSECUTIVE DAYS (LEGAL HOLIDAYS WILL NOT BE COUNTED IN THE 5 CONSECUTIVE DAYS). FOR ALL WORK UNDER THIS CRAFT/CLASSIFICATION DOUBLE TIME SHALL BE PAID FOR HOURS WORKED OVER 12 HOURS IN ANY ONE DAY

AI INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR SUPPLEMENTAL DUES.

AJ SATURDAY IN THE SAME WORKWEEK MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE IF IT IS NOT POSSIBLE TO COMPLETE FORTY HOURS OF WORK MONDAY THROUGH FRIDAY WHEN THE JOB IS SHUT DOWN DUE TO INCLEMENT WEATHER OR SIMILAR ACT OF GOD, OR BEYOND THE CONTRACTOR'S CONTROL

AK RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

AL THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK ON THE JOBSITE EXCEPT ON SMALL PATCH WORK WHERE ONLY ONE PLASTERER IS PERFORMING WORK. FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 3 PLASTERERS. FOR INSIDE FINISH COATINGS THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 3 PLASTERERS. ON OUTSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK, THERE SHALL BE 1 PLASTER TENDER UP TO EVERY 2 PLASTERERS.

AM ALL WORK PERFORMED AFTER TWELVE (12) HOURS IN A DAY SHALL BE PAID AT THE SUNDAY/HOLIDAY RATE.

AN RATE APPLIES TO THE FIRST EIGHT HOURS ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAY WORK MAY BE PAID AT THE STRAIGHT TIME RATE IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER

AO INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED IN THE OVERTIME RATES.

AP INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREE'S X-MAS FUND.

AQ FACTORED AT 1.5 TIMES FOR ALL OVERTIME.

AR INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.

AS RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

AT SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

AU PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.

AV SATURDAY MAY BE WORKED AT STRAIGHT-TIME RATE, PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS PER DAY OR 40 HOURS PER WEEK.

AW DOUBLE TIME SHALL BE PAID FOR NEW YEAR'S DAY, EASTER SUNDAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS.

AX TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE.

AY LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO JOURNEYMAN OR APPRENTICE.

AZ INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.

AZ INCLUDES AN AMOUNT PER HOUR WORKED FOR COLA FUND.

BA INCLUDED IN STRAIGHT-TIME HOURLY RATE.

**DETERMINATION: STB-2017-1**

TERMINATION: STB-2017-1			INCREASE 1				INCREASE 2				INCREASE 3				INCREASE 4				INCREASE 5				INCREASE 6				INCREASE 7				INCREASE 8				INCREASE 9				INCREASE 10			
CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE								
A	BRICK TENDER	8/22/2016	06/30/2017**	7/1/2017	\$1.65	B	7/1/2018	\$1.60	B	7/1/2019	\$1.60	B	7/1/2020	\$1.55	B																											
	BRICK TENDER:																																									
	FORKLIFT OPERATOR	8/22/2016	06/30/2017**	7/1/2017	\$1.65	B	7/1/2018	\$1.60	B	7/1/2019	\$1.60	B	7/1/2020	\$1.55	B																											
	CARPET, LINOLEUM,																																									
	RESILIENT TILE LAYER	2/22/2017	04/30/2017**	5/1/2017	\$1.75	C	5/1/2018	\$1.50	D	1/1/2019	\$1.50	D																														
E	MATERIAL HANDLER	2/22/2017	04/30/2017**	5/1/2017	\$0.36	F	1/1/2018	\$0.50	G																																	
	DRYWALL FINISHER																																									
	DRYWALL FINISHER	2/22/2017	09/30/2017**	10/1/2017	\$2.15	H	10/1/2018	\$2.35	I	10/1/2019	\$2.40	B																														
	ELECTRICIAN:																																									
	INSIDE WIREMAN	2/22/2017	12/31/2017**	1/1/2018	\$1.20	B	1/1/2019	\$1.25	B																																	
	CABLE SPLICER	2/22/2017	12/31/2017**	1/1/2018	\$1.20	B	1/1/2019	\$1.25	B																																	
	SOUND INSTALLER	2/22/2017	12/31/2017**	1/1/2018	\$1.75	B	1/1/2019	\$2.00	B																																	
	FIELD SURVEYOR:																																									
J	CHIEF OF PARTY (018.167-010)	2/22/2017	09/30/2017**	10/1/2017	\$2.30	B	10/1/2018	\$2.30	B																																	
J	INSTRUMENTMAN (018.167-034)	2/22/2017	09/30/2017**	10/1/2017	\$2.30	B	10/1/2018	\$2.30	B																																	
J	CHAINMAN/RODMAN (869.567-010)	2/22/2017	09/30/2017**	10/1/2017	\$2.30	B	10/1/2018	\$2.30	B																																	
	PAINTER																																									
K	INDUSTRIAL PAINTER	8/22/2016	06/30/2017**	7/1/2017	\$0.85	L	1/1/2018	\$0.20	M	7/1/2018	\$1.05	N																														
	PAINTER:																																									
K	PAINTER, LEAD ABATEMENT	8/22/2016	06/30/2017**	7/1/2017	\$0.70	O	1/1/2018	\$0.20	M	7/1/2018	\$0.90	P																														
K	REPAIR PAINTER, LEAD ABATEMENT	8/22/2016	06/30/2017**	7/1/2017	\$0.70	O	1/1/2018	\$0.20	M	7/1/2018	\$0.90	P																														
K	IRON AND STEEL	8/22/2016	06/30/2017**	7/1/2017	\$0.70	O	1/1/2018	\$0.20	M	7/1/2018	\$0.90	P																														
K	INDUSTRIAL REPAINT PAINTER	8/22/2016	06/30/2017**	7/1/2017	\$0.85	L	1/1/2018	\$0.20	M	7/1/2018	\$1.05	N																														



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

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- A THE RATIO OF BRICK TENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICK TENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.
- B THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED. AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- C \$1.25 TO BASIC HOURLY RATE AND \$0.50 TO FRINGES
- D \$1.50 TO THE BASIC HOURLY RATE.
- E A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.
- F \$0.25 INCREASE TO HEALTH & WELFARE AND \$0.11 TO PENSION.
- G \$0.50 TO BASIC HOURLY RATE
- H \$1.40 TO THE BASIC HOURLY RATE, \$0.40 TO HEALTH & WELFARE, \$0.25 TO PENSION AND \$0.10 TO OTHER PAYMENTS.
- I \$1.60 TO THE BASIC HOURLY RATE, \$0.40 TO HEALTH & WELFARE, \$0.25 TO PENSION AND \$0.10 TO OTHER PAYMENTS.
- J DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
- K AN ADDITIONAL \$0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
- L \$0.20 TO HEALTH AND WELFARE AND \$0.65 TO WAGES AND/OR FRINGES.
- M \$0.20 TO HEALTH AND WELFARE.
- N \$0.40 TO HEALTH AND WELFARE AND \$0.65 TO WAGES AND/OR FRINGES.
- O \$0.20 TO HEALTH AND WELFARE AND \$0.50 TO WAGES AND/OR FRINGES.
- P \$0.40 TO HEALTH AND WELFARE AND \$0.50 TO WAGES AND/OR FRINGES.
- Q THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK ON THE JOBSITE, EXCEPT ON SMALL PATCH WORK WHERE ONLY ONE PLASTERER IS PERFORMING WORK. FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 3 PLASTERERS. FOR INSIDE FINISH COATINGS THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 3 PLASTERERS. ON OUTSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 2 PLASTERERS.
- R PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
- S \$1.49 TO THE BASIC HOURLY RATE, \$0.15 TO PENSION AND \$0.02 TO TRAINING.
- T \$0.50 TO HEALTH AND WELFARE AND \$0.20 TO PENSION.
- U \$1.65 TO THE BASIC HOURLY RATE, \$0.25 TO PENSION AND \$0.05 TO TRAINING.
- V \$0.35 TO HEALTH AND WELFARE AND \$0.20 TO PENSION.

[STB-2017-1-INC](#)