

CONTRACT DOCUMENTS
FOR
NSP3 RENTAL PROPERTIES

SEPTEMBER 30, 2014

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CONTRACT DOCUMENTS
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Standard Form of Agreement Between Owner and Contractor

THIS AGREEMENT, made by and between:

Owner: Regional Housing Authority of Sutter and Nevada Counties
1455 Butte House Road
Yuba City, CA 95993

Contractor:

Project:

WITNESS THAT:

The Contractor and the Authority, for the consideration stated herein, agree as follows:

ARTICLE 1. Statement of Work:

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

ARTICLE 2. The Contract Price:

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

_____ (\$_____)

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

ARTICLE 3.

A. COMMENCE DATE AND TIME OF COMPLETION

The Contractor shall commence work under this Contract within ten (14) calendar

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

B. EXTENSIONS OF TIME

Extensions of time shall be granted to the Contractor for delays in the completion of the work caused by Acts of God or the public enemy, Act of the State, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, shortages of materials, labor, fixtures or equipment (provided that the Contractor furnished satisfactory and acceptable proof that he/she has made diligent attempts to obtain same) and severe abnormal weather, or delays of subcontractors due to such causes, provided that the cause of any delay or the effect on completion shall not be due to the Contractor's fault, negligence or control, and provided that the Contractor shall notify the Authority in writing of the causes of delay at the time they occur, but not later than two (2) days after the initial occurrence of any cause of delay. The Authority shall promptly ascertain the facts and extent of the delay. Any extensions shall be limited to the actual effect of the excusable cause of delay on completion.

ARTICLE 4. Materials and Workmanship:

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

ARTICLE 5. Licenses:

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

ARTICLE 6. Termination of Contract:

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

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

- B. Upon termination of this Contract for breach of the Contract by the Contractor, the Contract price shall be reduced by the amount of any and all claims which the Authority may have against the Contractor for damages incurred by Authority as a result of the breach of the Contract, including the cost to Authority to have the work remaining under the Contract completed by another contractor or through Authority personnel. Such damage shall also include any reasonable attorney's fees and other costs incurred by Authority in effecting the termination of the Contract or completion of the performance of the Contract work. Any Contract funds remaining, including amounts retained from progress payments, or other amounts otherwise earned by the Contractor but not yet paid by Authority on the date of the termination, may be applied by Authority to the damages that it incurred as a result of the Contractor's breach. The balance remaining, if any, after full completion of the Contract work shall be payable to the Contractor. If Contract funds as indicated above are insufficient, the Contractor and its sureties shall be liable for any unpaid balances.
- C. In the event that at any time it becomes necessary for the Authority to terminate this Contract for its own convenience because of cessation of operations for which work under this Contract is required by operation of law or otherwise, or because of any change in the operation of Authority which may render the work under this Contract no longer necessary or advisable, the Authority may for its own convenience and for any such reason terminate this Contract at any time by notice in writing as provided in subparagraph (A) above and upon receipt of such notice the Contractor shall proceed in the same manner as provided in subparagraph (A) above for termination by the fault of the Contractor. Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims that the Authority may have against the Contractor. Payment to the Contractor in the event of termination for convenience shall be limited to that portion of the Contract price which the amount of work actually completed by the Contractor bears to the total amount of work required to be performed by the Contractor under the provisions of this Contract.

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

ARTICLE 7. Performance of Work Provisions:

The Contractor shall provide the Authority with an executed Certificate of Completion, Section VIII, Certifying Payments of Prevailing Wage Rates, and the Authority shall be under no obligation to make its final payment until such time as said Certificate of Completion has been received and the Authority satisfied that the Contractor has complied with such provisions.

ARTICLE 8. Contract Documents:

The Contract Documents consist of the following:

SEE "PROPOSAL ATTACHMENTS AND EXHIBITS"

Together with all modifications, certifications and addenda included in or attached to these documents before their execution. All Contract Documents are complimentary so that work or agreements called in one and not mentioned in another are to be executed as though mentioned in all, and each and every difference of opinion respecting the same shall be finally determined by the Regional Housing Authority of Sutter and Nevada Counties. This instrument, together with the documents enumerated in this Article 8 form the Contract and they are as fully a part of the Contract as if attached hereto or herein repeated. In the event that any provision in any of the component parts of the Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in Article 8 shall govern, except as otherwise specifically stated.

ARTICLE 9. Waivers:

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

ARTICLE 10. Severability:

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

ARTICLE 11. Attorneys Fees and Costs

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

IN WITNESS WHEREOF, the parties have executed this Contract, in two original counterparts, this ____ day of _____, 2014.

REGIONAL HOUSING AUTHORITY
OF SUTTER & NEVADA COUNTIES

CONTRACTOR:

By: _____
Linda J Nichols
Executive Director

Company Name

By: _____

Title: _____

WITNESS

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CERTIFICATION PURSUANT TO
LABOR CODE SECTION 1861

- A. "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- B. "It is hereby mutually agreed that the Contractor shall forfeit to the Authority a penalty of \$25.00 for each calendar day, or portion thereof, for each worker paid by him/her, or subcontractor under him/her, less than the prevailing wage so stipulated and in addition the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices."
- C. "It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the Authority, \$25.00 for each worker employed in the execution of the Contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week, in violation of Labor Code Sections 1810-1815, inclusive."
- D. "Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8."
- E. "Properly indentured apprentices may be employed in the prosecution of the work. They must be so employed by any Contractor or subcontractor employing workers in any apprenticeable craft or trade, i.e., a craft or trade determined to be an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. Special attention is directed to that portion of Labor Code Section 1777.5 that requires such a Contractor or subcontractor to obtain from the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Contract work, a certificate approving the Contractor or sub-contractor, for employment and training of apprentices in such area unless already covered by local apprenticeship

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

Contractor's Signature: _____

Printed Name & Title of Signer: _____

Date: _____

SPECIAL CONDITIONS

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

Scope of work as described in the "Specifications".

Should there be any questions regarding these specifications, please contact the Regional Housing Authority of Sutter and Nevada Counties.

SCOPE

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

A. GENERAL REQUIREMENTS

1. Each bidder shall visit the site of the proposed work and fully acquaint him/herself with conditions and labor, so he/she may fully understand the facilities, difficulties, and restrictions attending the execution of work under the Contract.
2. Bidders shall thoroughly examine and be familiar with the Contract Documents.
3. The failure or omission of any bidder to receive or examine any form, instrument, addenda, or other document, or to visit the site and acquaint him/herself with existing conditions, will not relieve him/her from any obligation with respect to his/her bid or to the Contract.
4. Partial payments will be made as the work progresses at the end of each calendar month, or as soon as practical thereafter, on estimates made and approved by the Authority. Unless otherwise agreed upon, there will be retained five percent (5%) of the estimated amount until final completion and acceptance of all work covered by the Contract. On completion and acceptance of the Contract, the Authority will file with the County Recorder, a Notice of Completion, which will serve as formal acceptance of the job. Final payment of five percent (5%) retention will be made 35 days after the Notice of Completion is filed with the County Recorder.

5. INSUFFICIENT PERFORMANCE BY CONTRACTOR

Three-Day Notice:

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

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

B. COMPLIANCE

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

C. APPROVALS

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

D. LICENSES AND ROYALTIES

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

E. ANTITRUST CLASS ASSIGNMENT

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

F. ARBITRATION OF CLAIMS

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

G. AUDITS

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

H. RESPONSIBILITY OF UTILITIES

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

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

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

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

I. SUBSTITUTION OF SECURITIES

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

J. PREVALING WAGE LANGUAGE

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

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

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NSP MINIMUM HOUSING REHAB GRADES AND STANDARDS

NOTE ABOUT QUALITY OF WORK

All work done that is defective in its construction or deficient in any of the requirements of these specifications, shall be remedied or replaced by the Contractor in a manner acceptable to the City of Yuba City and industry standards. All work shall be performed in accordance with good craftsmanship requirements.

Unless otherwise noted on the Work Write-Up, the following minimum standards shall apply for all NSP housing rehabilitation work outlined on the Work Write-Up:

FOUNDATION

Footing excavation: For single-story dwelling, 12 inches into undisturbed soil and 12 inches wide. For two-story dwelling, 15 inches wide and 18 inches into undisturbed soil. Bottom and sidewall must be square and clean.

Steel: Single story, two horizontal ½ inch bars of steel, one in footing and one in foundation wall running continuous around perimeter of foundation. All splices shall lap a minimum of 20 inches.

For walls exceeding 30 inches high, one horizontal bar for each additional 12 inches in height or portion thereof. For walls 36 inches in height, provide vertical bars 26 inches o.c. All steel in foundation wall must be approximately centered.

Minimum foundation height must be 6 inches above outside finished grade level. Minimum clearance under floor joist is 18 inches. Minimum width of foundation walls is 6 inches for one-story, 8 inches for two-story. ½ inches x 10 inches anchor bolts shall be installed with a minimum 7 inches embedment at 6 feet o.c. Provide one bolt within 12 inches of the end of each plate member. Use of shot-in nails is acceptable for interior walls and as supplement to foundation bolts at splices.

2 inches x 4 inches or 2 inches x 6 inches redwood sill, clearly stamped foundation grade, or approved pressure treated wood may be used.

When using 4 inch x 6 inch girders, @48 inches o.c. maximum span on concrete piers shall be 6 feet. All bearing walls supporting a second floor must rest on continuous footing as per UBC 2907.

CONCRETE SLABS, DRIVEWAYS AND WALKWAYS

Grade to levels; eliminate soft spots. Provide base course of gravel or sand nominal 4 inches thick. Compact thoroughly; being to true and even grade. Set forms true and to grade. Sprinkle forms with water just before pouring concrete. If exposed to sun, wet prior to pouring to prevent warping. Match existing abutting concrete slab minimum ½ inches lower levels.

House Slab: Rock, rebar, Wire mesh, smooth finish, anchor bolts, 5 sacks and visqueen.

Driveways & Walkways: Broom finish, wire mesh, sand/rock and 5 sack.

Patios: 4 sacks, no wire mesh and broom finish.

Garage: Smooth and 5 sack at garage exterior slab to be 1 inch lower than garage floor. No reinforcing is to be closer than 1 inch from the surface of the concrete or 2 inches from bottom. Install expansion joints with approved materials at maximum of 20 feet intervals or provide for expansion by any other approved method.

Expansive Soil: Use rebar in slab, saturate soil footings, and footing to be 18 inches deep. Sand/gravel under garage and driveway. Hairline cracks are O.K., others to be replaced.

"Concrete" Contractor is responsible to assure proper compaction over filled in trenches.

Provide uniform concrete, free from gravel pockets. Fill form completely. Use platform or screen compactors to obtain satisfactory top surfaces. When pour is not monolithic, stop at expansion joints only. Screen to true levels or slopes; remove any surface water and dirt. Bring sufficient motor to top for finish. Finish monolithically, without stopping. Float with wood or carpet float; leave slightly roughened surface or non-slip as directed. Round edges to ¼ inch radius. Slope to drain. Remove and replace slabs that show excessive shrinkage and cracks, or that do not drain properly.

Protect fresh concrete from direct rays of sun, drying winds, and wash by rain until thoroughly hardened. Concrete drives shall be normal 4 inches in thickness unless otherwise specified. Remove all below grade forms. After forms are removed, back fill to edge of concrete and grade away, as per Section 2905(f). Remove all debris, forms, etc., leaving area clean and ready for use.

CARPENTRY

Rough carpentry materials shall conform to the following requirements:

Rough Lumber: All new lumber to be West Coast Douglas Fir, #2 and better. For joists and rafters, stud grade or better for wall studs.

Material to be Treated: All rough and framing lumber in contact with concrete must be redwood foundation grade or better or approved pressure treated lumber. No used lumber may be used.

Nailing/Fastening: Shall conform to UBC 1991, Table No. 25-Q. All exposed exterior wood will be nailed with galvanized zinc coated, aluminum or any other rust resistant metal; ferrous nails set and puttied may be used.

Framing: Carefully lay out, cut, fit and erect all framing. Secure as required. Frame for the installation and support of plumbing work. Install all work to true lines and dimensions, plumb, level and nail as per table 25-Q Uniform Building Code, \.

Wall and Partition Framing Studs: To be nominal 2 inches x 4 inches spaced 16 inches on center, unless otherwise noted. Place studs to provide edge nailing for surfacing materials. Double studs at all openings, corners and intersections. Provide 1 inch x 4 inches let-in-braces where possible or other acceptable bracing as per Section 2517 (g) 3 of Uniform Building Code.

Plates: Provide single plates at floors and double plates at ceiling. Splice single plates; stagger ends of double plates. All intersecting ceiling plates must be properly tied.

Anchors for Stud Partitions Abutting Concrete: Use approved expansion bolts or power driven fasteners installed per manufacturer's installation instructions.

Fire and Draft Stops: Install required Fire and Draft stops as per Section 2516 (f), 3205 (b), and 3707 (m) of Uniform Building Code.

Blocking and Backing: Shall be furnished and installed where required for reception of wallboard, formation or architectural features, concealment of pipes, conduits, ducts, building specialties and other features. Contractor shall consult with the trades concerned and set furring and blocking they require.

Gypsum Wallboard: Sheetrock when installed shall be a minimum of ½ inches thick in the interior and 5/8 inches on all firewalls. Interior joints and corners must be taped, topped and sanded smooth. All drywall or sheetrock cased openings and outside wall corners shall receive metal corners. Firewall joints must be taped. A high quality taping compound shall be used. All work shall be in conformance with manufacturer's printed directions. All sheetrock used in bathtub or shower walls must be moisture resistant.

CARPENTRY FINISH

Finish Carpentry: Exposed surfaces: To be free from tool marks, tom grain, cross sanding or workmanship defects that cannot be concealed by specified painter's finish.

Install finished or re-used hardware necessary to complete job and adjust all movable parts to operate properly.

CABINETS

Whenever existing cabinetry is removed to reveal damaged walls, walls shall be repaired before new cabinets are set in place.

Kitchen Cabinets: Replaced kitchen cabinets shall be constructed as follows: (1) face frame shall be minimum ¾ inches x 1 ½ inches solid birch, ash or oak. All cabinets to have backs; doors, sides and drawer fronts shall be ¾ inch plywood with hardwood veneer overlay. Shelves shall be ¾" particle board or melamine.

Plans to be attached to the Work Write-Up. Cabinets to include hardware and felt bumpers for doors. Use side mount drawer guides on drawers toe kicks to match cabinet face.

Counter Tops: Counter tops shall be Formica or equal laminated plastic with 1 ½ inch minimum Formica or self-edged. Backsplash shall be 3 ½ inches to 4 inches coved Formica or equal laminated to ¾ inch plywood or suitable material with rolled edges and to include end caps. The Owner has the right to select pattern and colors.

Kitchen Range: Ranges to be white or almond, 30 inch, drop-in, of good quality. Range hood, if required, shall be 30 inches. Ranges and hoods to be free of defects and damage to exterior including scratches, dings, etc.

Installation: Do not install mill work until wet operations are completed, concrete, masonry and plaster work has dried, and rooms are broom clean.

Trim members – Install level, plumb, true; accurately scribe members in place; standing trim in single or joined lengths, running trim in pieces as long as practicable. Bevel butt joints together, miter all angles; set exposed nails for putty.

Base and Wall Cabinet Installation – Set cabinets straight, plumb and level. Securely fasten to solid material, not to plaster, lath or wallboard. Install wall cabinets equal to installation specified for base cabinets. Use scribe strips where necessary to affect closure between cabinets and walls or ceilings. Adjust hardware for smooth easy operation.

Sinks – Install sinks in counter tops, as per the Work Write-Up. Provide pads for pressed steel and stainless steel sinks. Set sink frames in continuous beds of approved waterproof sealant.

DOORS

1 ¾ inch maximum thickness for exterior openings and 1 3/8 inch maximum thickness for interior openings. Interior doors can be hollow core, flush. Exterior doors shall be solid core and include weather-stripping (foam weather-stripping not acceptable) and threshold and passage lock and dead bolt lock. All doors shall be sealed and stained with varnish or painted. Front door minimum 3 feet x 6 feet 8 inches, other minimum 2 feet 8 inches x 6 feet 8 inches.

Aluminum screen doors shall be as specified in Work Write-Up.

Exterior or garage utility closet and water closet doors may be ¾ inch A.C.X. fir plywood, primed and painted.

Hardware: Existing hardware shall be put in operable condition or new hardware will be supplied.

Interior doors shall be installed with two butt hinges 3 ½ inches x 3 ½ inches and passage lock sets.

Bathroom or toilet compartment doors shall be provided with “privacy lock” sets. Closet doors shall be provided with “passage lock” sets.

All exterior doors shall be hung on three 4 inch x 4 inch butt hinges and shall be provided with a dead bolt lock set. Storm or screen doors shall have a safety door check.

WEATHER-STRIPPING

All exterior doors shall be provided with rigid aluminum strip with neoprene type weather-stripping fastened to sides and head jambs. Foam type weather-stripping shall not be acceptable.

All exterior doors shall be provided aluminum threshold with rubber attached to the drip cap at bottom edge of door.

Aluminum thresholds with rubber exposed to foot traffic shall not be acceptable.

WINDOWS

Window frames, sills, sashes, trim and hardware shall match existing work in design and dimension unless otherwise specified. All window replacements to include related refinishing and repairing of exterior and interior wall surface and structure of surrounding area to match existing finishes.

Where sash counter balances are to be replaced, friction guides are acceptable as substitutes. Cotton cord replacement is acceptable.

Positive locking devices shall be provided on all windows that are accessible from the exterior and all existing interior finish hardware shall be made operative or replaced.

Wood window units shall be double-hung units with screen, fit and hung. See Work Write-Up for size and number of lites. (White Pine jamb, sill and casing, spring balanced and weather-stripped).

Glass: Prime all wood sash before the placing of putty.

Putty shall consist of pure linseed oil, pure whiting and lead free. (Natural color or standard grade commercial putty).

Glass shall be bedded in putty and secured in place with glazier points and face puttied. All excess putty shall be removed and all glass left clean.

CAULKING

Caulk around all door and window frames, window panes or other locations where called for or needed to make a water-tight job.

Material and Application: Use standard commercial brands of caulking compound delivered to the job in unopened packages and applied in exact accordance with the manufacturer's directions. Gun application for gun grade or knife application for knife grade.

DEMOLITION

Demolition of all parts to be removed shall be done in a safe, orderly fashion taking care to avoid damage to parts that are to be left in place. Any damage resulting from the work shall be replaced or repaired at no additional cost to the Owner. All debris shall be removed from the premises as it is generated and shall not be allowed to accumulate.

ELECTRICAL

Electrical shall conform to the City/County and National Electric Codes. Service must be grounded as per National Electric Code.

Existing Equipment: Existing materials found to be in good condition and complying with Code may be left in service.

Wiring: Wiring shall be as follows:

Exposed branch circuits shall be installed in approved surface raceway.*

Service and feeders – Type RH/RW rigid galvanized conduit.*

* In all cases, as required by the City/County and Local Code.

Wiring shall be run concealed wherever possible. Where wiring must be run exposed, it shall be run in EMT firmly fastened to ceilings or walls with approved fasteners.

Minimum wire size shall be No. 12 AWG for appliance circuits.

Minimum wire size shall be No. 6 AWG for feeders to panels, but in no case smaller than the service entrance conductors.

UL approved grounded type receptacles shall be used.

Wiring Devices:

Single pole room lighting switches shall be any brand that is approved by UL. Three-way and four-way switches shall be any brand that is UL approved.

Kitchen must have 2 – 20 amp circuit outlets. All receptacles within 6 feet of sink must be GFI protected. There shall be a receptacle for every 4 feet of counter and every counter over 12 inches.

Wall receptacles shall be required a minimum of every 12 linear feet of wall and any wall two feet wide or greater in habitable rooms. National Electric Code Article 210-52(A).

A minimum service of 100 amps shall be provided for each habitable structure of 500 square feet or more.

Any appliance over 10 amps must have a separate circuit.

Washer shall have separate 20 amp circuit.

Dryer shall have separate 30 amp circuit.

Disposal and/or dishwasher to have separate 20 amp circuit.

Outlets to garages, bathrooms, kitchen countertop areas and at exterior structures shall have ground fault protection.

Lighting Fixtures: The Contractor shall provide all reasonable and appropriate lighting fixtures complete with lamps, glassware, mounting hardware, frames and trim, stems, ballasts, sockets, etc., to provide complete operating fixture at each location as called for in the Work Write-Up.

Furnace Connection: Electrical connections required for the heating plant are to be made by the Contractor and included in the heating contract.

Cutting, Fitting and Patching: All cutting of walls, floors, ceilings, partitions, etc., for the passage of electrical work and the closing of superfluous openings around the same in connection with

the work under this item including the removal of all debris caused thereby, shall be performed by the Contractor performing the electrical work.

NOTE: All electrical work and materials shall conform to the current Edition of the National Electrical Code, except where exceeded by these Grades and Standards.

PAINTING

Paint Materials: All paint to be well-known manufacturer of high quality paint.

NO LEAD BASE PAINT TO BE USED.

No paint, varnish or stain shall be reduced or applied in any way except as recommended by the manufacturer.

Owner will have choice of color and type of finish (i.e. flat, semi-gloss or gloss).

Condition and Preparation of Interior Surfaces: Contractor shall examine all surfaces carefully to be finished under this Contract and before beginning any work and he/she shall see that all work of other trades have been left or installed in workmanship condition to receive paint or stain. All woodwork to receive paint or stain is to be thoroughly sanded and dusted clean; collected dust is to be removed before preliminary paint work is begun. All drywall joints are to be taped and finished in a workman-like manner.

Walls that have been previously painted shall be thoroughly cleaned of all foreign materials. Any surface painted over that has not been properly prepared shall be required to be cleaned and over a properly prepared surface be repainted, at no additional cost to the Owner. Woodwork and existing walls with mildew, stains, etc., shall have all knot holes, pitch pockets or sappy portions shellacked before preliminary painting. Nail holes, cracks or other defects to be carefully puttied. New wood shall receive prime coat before painting. All doors to be finished shall have edges finished to match exposed face. Tops and bottoms of exterior doors shall be effectively sealed against moisture. All electrical fixtures, cover plates, door hardware, knobs, drawer pulls, etc., to be removed. Any such items painted over to be replaced at Contractor's expense.

Workmanship: Each coat of paint shall be applied at proper consistency as recommended by the manufacturer, free of brush marks, sags, runs, etc., with no evidence of poor workmanship. Care shall be exercised to avoid lapping of paint on glass or hardware. Paint sharply cut to lines. Finished paint surface to be free from defects or blemishes. All exposed nails shall be set and holes filled.

Finished work is to be adequately covered with a uniform color and finish. The number of coats herein specified being a minimum. Contractor shall provide any additional coats to produce a first-class job.

Defective Work: Any defective work shall be the responsibility of the Contractor and shall be corrected at no additional cost to the Owner.

Exterior Surface Preparation:

New Wood – Contractor to inspect all wood surfaces to be painted to see that all other trades have made proper and complete installation. All knots, pitch pockets or sappy portions to be shellacked or sealed with knot sealer. All exposed nails to be set. Fill all imperfections and sand smooth. All dust to be collected and removed from job. Wood to receive a prime coat before painting, if the wood has not been pre-primed prior to rehabilitation.

Repainted Wood – By scraping, sanding, burning or other method, remove all defective material such as peeling, blistered, scaling paint. Remove and replace defective siding or other inadequate material to be painted. Fill in imperfections. A surface conditioner to be applied to all weathered or bare wood before any paint is applied.

All edges of exterior doors to be finished to match face exposed at same time as door. Top and bottom of doors shall be effectively sealed against moisture.

Stucco or Block – By scraping, wire brushing, sandblasting or other method, remove all defective material. Before painting, scrub building down with water and brush to remove dust or other materials. Clean all cracks, chipped corners, etc., and fill with proper materials.

Trim – Trim to include all wood molding around doors, windows and/or other openings. Overhang (eaves), fascia, window shutter, window boxes or other exterior decorative adornment.

NOTE: Painting of trim includes all wooden window frames, re-glazing as necessary, cleaning of glass and freeing windows of all paint.

Spray Painting: All surfaces not to receive paint or finish surfaces shall be protected from over-spray. All over-spray on other surfaces to be cleaned and completely removed. Paint to be thinned or reduced per manufacturer's recommendations. All roof area to be protected from over-spray.

Metal Surfaces: All metal surfaces to have all foreign material completely removed, i.e. oil, rust, scaling paint, etc. After proper preparation, all surfaces to be primed before painting.

On properly prepared surface, apply sufficient paint to insure complete coverage. Any indication of defective surface preparation will be cause for re-preparation and re-painting at no extra cost to Owner.

Clean Up: Protective covering or drop cloths to be used to protect floors, fixtures and equipment. Care exercising to prevent paint being splattered onto surfaces that are not to be painted. Surfaces from which such paint cannot satisfactorily be removed shall be painted or re-painted as required to produce a finish satisfactory to Owner.

All debris related to or created by painting shall be removed from the job site and the job site left clean and ready for use. All windows to be free of paint and operating properly.

All shrubs/landscaping shall be protected in an approved manner.

HEATING

All heating units to be installed according to manufacturer's specifications. Fuel furnaces and water heaters to include new flue, vent connector, roof jack and cap, gas connector and shut-off valve.

Furnace heating units shall be according to the Work Write-Up for size.

Central Heating Plant System, existing and to remain, shall be thoroughly cleaned and all worn or damaged parts, fittings and accessories replaced. The entire system shall be tested and left in perfect working condition including thermostat, wiring and all necessary controls.

Shop drawings, showing the proposed heating system including size and location of all heating units, duct sizes, capacity and controls, shall be submitted by the heating contractor and approved by the inspector before proceeding with the work.

PLUMBING

This specification covers the furnishing of all labor, materials, tools and apparatus necessary for the completion of the required plumbing work and fixture installations. The Contractor is to fully cooperate with all other crafts and sub-contractors and be responsible for any delays that might be caused by negligence or failure to cooperate with others. Contractor is to specify type, size, color and manufacturer of each fixture to be provided in each bid, i.e., pressed steel or cast iron tub/sink.

Water heater to include new temperature pressure relief valve and drain line, installed to Code. All work covered by PG&E will not be included in the Contract. Water heater to comply with seismic zone 3 tie down requirements.

General: No plumbing fixtures, device or construction shall be installed that will provide a cross connection of any sort between a potable water supply intended for drinking and a polluted water supply, waste pipe or drainage.

All design, construction and workmanship shall be in conformity with accepted engineering practices and shall be of such character as to secure the results sought to be obtained by this guide and specifications.

Any drainage or plumbing system, building sewer or part thereof that is installed, altered or repaired if covered or concealed before being inspected, tested and approved shall be uncovered for inspection upon notice to uncover.

Venting system to conform to Chapter 5 of the Uniform Plumbing Code. Each vent pipe or stack shall extend through its flashing and shall terminate vertically a minimum of 6 inches above roof and not less than 12 inches from any vertical surface.

Materials: All materials used in any drainage or plumbing system shall meet or exceed minimum requirements set forth by the Uniform Plumbing Code. All material to be new and undamaged. Any defective material shall be replaced at no additional cost to Owner.

Gas pipe placed in earth or within 6 inches of earth shall be protected from corrosion by approved coatings or wrapping materials. Wrapping shall be machine applied and conform to

recognized standard, except for short sections and fittings necessarily stripped for threading that may be filed wrapped within 40 mil. tape.

Non-metallic gas installed underground shall be installed with and attached to a number 18 copper tracer wire, wire to terminate above grade at each end. For additional information on gas piping, see Chapter 12, Uniform Plumbing Code.

Sewer Line: Within practical alignment and at uniform slope of ¼ inch to the foot fall from dwelling to property line, install an ABS Schedule 40 plastic sewer line. Where ¼ inch to foot slope is not possible, Contractor shall obtain prior approval of rehab inspector.

A clean-out is to be placed within 2 feet of the dwelling and at each change of direction in excess of 135 degrees and at each 100 feet. Clean-outs shall be installed so that they open in the direction of the flow. Clean-outs are to be extended to grade.

Sewer line piping shall be laid on a firm bed throughout its entire length and backfilled with sand or fine earth, where soil has materials (rocks) presuming a hazard to pipes. Throughout the full length trench to be flooded and tamped. Any surplus dirt to be either removed from property or spread as Owner directs. An excess of setting within a 6 month period shall be refilled at Contractor's expense.

Water Line: Installation of new water line from property line to dwelling: pipe may be galvanized, wrapped, copper, or SCH 40 PVC. All joints on metal pipe to be wrapped with a 20 mil. plastic tape. Water line may be installed in same trench with sewer line if the following conditions are met:

- (1) The bottom of the water piping at all points shall be at least twelve (12) inches above the top of the sewer pipe.
- (2) The water piping shall rest on a solid shelf at one side of common trench.
- (3) A new 8 foot driver ground rod is installed for electrical grounding in addition to grounding of cold water line.

ROOFING

Roofing to be applied as specified. Roofing shall be class "C" or better. Follow standard specifications and methods of the roofing manufacturer for application.

Gutters – Downspouts and Connections: Use 26 gauge galvanized metal or factory finished aluminum. Shape, size and length of gutter and downspout as specified in Description of Work to Be Performed. Downspouts to empty on splash blocks 12 inches x18 inches x 3 inches or dry well or to curb as specified. Gutters to be connected or tied to roof every 4 feet. Downspouts to be fastened to wall with metal fastenings at top and bottom. All joints in gutters to be soldered or caulked to make water tight .

Roofing Sheet Metal: Provide proper metal edge strips, flashing and gravel stop. All metal valleys to be #26 gauge galvanized iron. Joints and seams will be neatly formed and finished; make exterior work permanently water tight. Where necessary to expose nailing, use large headed galvanized nails.

Flashing: Turn up vertical flashing minimum of 8 inches and carry flashing or bases

under roofing a minimum of 6 inches. Conceal fastening wherever practicable.

All shingled roofs shall have #26 gauge metal flashing for each course of shingles at juncture of roof and vertical surfaces. Flashing shall be secured against solid blocking.

Built-up Roof – Any roof having two roofing layers shall be stripped to its original sheathing before an additional layer can be installed. Remove any defective sheathing and replace. Remove any protruding nails and re-nail as necessary. Install new reglets at walls and parapets receiving metal counter-flashing. Material minimum: base sheets consisting of two layers of 15 pound felt spot or strip mopped or nailed, using not less than one nail per each 1 1/3 square foot. Mineral aggregate surface with not less than 60 pounds of hot asphalt in which is embedded not less than 400 pounds of gravel per roofing square. Contractor shall provide Owner with roofing guarantee. Any re-roof requires an inspection by Building Inspector prior to installation of new materials.

Composition shingles to be applied only to solidly sheathed roof except when applied over existing wood shingle roof. Composition shingles to have a minimum underlayment of 15 pound felt. All valleys to have a metal flashing, or shingles laced in an approved manner with an underlayment of not less than 15 pound felt extending 28 inches from center line each way. Contractor shall provide Owner with 20-year manufacturer's warranty.

Clean-Up: Job to be left clean and debris hauled away by Contractor.

MATERIALS LIST

Locks, Latches and Bolts: KWIKSET or equal lockset and dead bolt for exterior doors to be keyed alike, dead bolt to be keyed on exterior side only. Locks, latches and bolts to be installed with striker plates.

Paint: To be Dunne Edwards or equal.

Water Closet: Installed with seat, cover, anglestop, wax seal, supply line and flange bolts. Vitreous china American Standard or equal, 1.6 gallons per flush.

Tub: White or almond porcelain or steel, fiberglass, or American Standard or equal.

Faucets and Shower Heads: Delta or equal.

Kitchen Sink: 22 inches x 33 inches double compartment medium grade or better nickel stainless steel or porcelain on steel.

Tub/Shower Walls: One, two or three piece fiberglass.

Lavatory: Includes sink, faucet, trap, tail piece, supply lines and angle stops. Plastic supply lines are not permitted.

Vanity: Includes counter top with bowl, faucet, tail piece, trap, supply lines and angle stops. Construction same as kitchen cabinets. Cabinet to be finished with 3/4 inch frame.

Floor Covering: Sheet vinyl to be non-wax resilient; shall meet or exceed FHA standards. Carpeting shall meet or exceed FHA standards. Pad shall be 3/8 inch rebound FHA minimum or better.

Water Heater: Glass lined; size to be specified in Work Write-Up. Install with venting, pressure and temperature relief valve and line to the exterior.

Wall Furnace: Installed with wall mounted thermostat and venting system.

CONTRACT SHALL PROVIDE OWNER WITH ALL MANUFACTURER'S WARRANTIES AND GUARANTEES ON ALL ITEMS INSTALLED OR REPLACED THAT ARE WARRANTED AND GUARANTEED.

Executive Order 11246

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

BASIC PROVISIONS

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

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

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

AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

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

ENFORCEMENT AND COMPLIANCE

Compliance Reviews

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

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

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

Complaint Investigations

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

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

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

Compliance Assistance

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

Enforcing Contract Compliance

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

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

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

Further Information

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

Executive Order 11246, As Amended

Executive Order 11246 - Equal Employment Opportunity

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

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

Part I - Nondiscrimination in Government Employment

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

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A - Duties of the Secretary of Labor

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

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

Subpart B - Contractors' Agreements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subpart D - Sanctions and Penalties

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

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

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

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

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

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

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

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

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

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

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

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

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

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee there under, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations there under, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

(b) In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

(c) In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued there under.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment

Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

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THE EQUAL OPPORTUNITY CLAUSE

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

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In the event of the contractor's noncompliance with the discrimination clause of this contract or with any of the said rules, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government

contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

5. The contractor will include the portion of the sentence immediately preceding paragraph 1. and the provisions of paragraphs 1. through 5. in every subcontract or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work; provided, that if the applicant so participating in a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the contract.

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally-assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(33 FR 7804, May 28, 1968, as amended at 34 FR 744, January 17, 1969; 40 FR 14083, March 28, 1975)

SECTION 3 OF THE HUD ACT OF 1968

Under the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, the Housing Authority shall require that, to the greatest extent feasible, opportunities for training and employment be given to lower income persons residing within the unit of the local government.

Under Executive Order 11246, as amended, the Housing Authority shall advise all contractors entering into construction related contracts over \$25,000 to document affirmative actions taken to ensure equal opportunity in employment. As part of its normal contract administration, the Housing Authority is responsible for determining compliance with the EEO clause.

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SECTION 3 CLAUSE

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

- A. The work to be performed under this contract is subject to Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties of this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but

before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

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

Regional Housing Authority of Sutter and Nevada Counties
SECTION 3 REQUIREMENTS

1. Affirmative Action Plan for Small Business

Prior to commencement of work, each Contractor and Subcontractor, regardless of tier for a Section 3 covered project, must provide the Regional Housing Authority of Sutter and Nevada Counties with an affirmative action plan for subcontractors that explains the contractor's "good faith" effort to obtain subcontractors that are small business concerns located in the Section 3 covered project area or owned in substantial part by Section 3 covered project area residents. The affirmative action plan for small business concerns must include the following information:

- a) The approximate dollar value of all contracts awarded to all businesses within each category (type or profession) over the duration of the Section 3 project including the name of each business to which the contracts are awarded (form SEC3-1 page1).
- b) An outline of the "good faith" effort to obtain subcontractors that are Section 3 covered firms. As a minimum "good faith" effort, the Contractor (or Subcontractor) shall submit the names of all small business concerns from whom bids are requested and who were not accepted as subcontractors. (Form SEC3-1 page 2).

2. Affirmative Action Plan for Lower Income Development Area Residents

To ensure that each Contractor or Subcontractor utilize to the greatest extent feasible, lower income Development area residents as employees and as trainees, the federal government requires that each Contractor and Subcontractor, regardless of tier, submit to the Housing Authority an affirmative action plan for the employees and trainees, which must include the following information:

- a) A list of the positions in the various occupational categories including skilled, semiskilled and unskilled labor needed to perform each phase of the project (form SEC3-2 page1);
- b) An indication, on the above list, of the positions that are currently occupied by regular permanent employees and the positions that are not currently occupied by regular permanent employees;

- c) An indication, on the above list, of a goal for the positions not currently occupied to be filled by lower income residents of the Section 3 covered project area;
- d) A designation of the minimum number of trainees (apprentices) (State Labor Code 1777.5 and 29 CFR Part 5(a), 1 to 5) for each occupation and a goal for filling the unfilled trainee positions with Section 3 covered project area residents; and
- e) An outline of the "good faith" effort to be undertaken to fill all vacant positions identified above with Lower Income residents of the Section 3 covered project area. (Form SEC3-2 page 2)

The Contractor and Subcontractor shall maintain evidence acceptable to the Secretary that it has undertaken the following actions:

- a) Attempted to recruit from appropriate areas the necessary number of lower income residents through the following actions:
 - (1) Placed an advertisement in a local media; and
 - (2) Placed a sign at the proposed site of the project. If applicable, a sign, placed at community organizations and public or private institutions operating within or serving the project area such as:
 - a. Urban League
 - b. National Economic Development Administration
 - c. State Employment Development Department
 - d. National Association for the Advancement of Colored People (NAACP)
 - e. Office of Equal Opportunity in Construction (OEOC)

- b) Not filled vacant employment positions in its organization immediately prior to undertaking work in an attempt to circumvent Section 3 regulations;
- c) Maintained a list of all applicants for employment including information on address and ethnicity whenever possible.

As a minimum “good faith” effort for the recruitment of lower income residents as trainees, the Contractor and Subcontractor shall maintain evidence acceptable to the Secretary that it has undertaken the following actions:

- a) Attempted to recruit from appropriate areas the necessary number of lower income residents through the following actions:
 - (1) Coordinate and cooperate with the Housing Authority;
 - (2) Placed an advertisement in a local media; and
 - (3) Placed a sign at the proposed site of the project.
- b) Maintained a list of all lower income Section 3 covered project area residents who have applied or been referred.

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EO-22

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)
41 CFR 60-4.3(a)

1. As used in these specifications:
 - a) "Covered area" means the geographical area described in the solicitation from which the contract resulted;
 - b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegated authority;
 - c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d) "Minorities" includes:
 - 1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - 2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - 3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent, or the Pacific Island); and
 - 4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor or Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice that contains the applicable goals for minority and female participation and that is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades that have unions participating in the Plan.

Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's failure to make good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has collective bargaining agreements, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve

maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor, where possible, will assign two or more women to each construction project.

The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.
- c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicants and minority or female referrals from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by a Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e) Develop on-the-job training opportunities and/or participating in training programs for the area that expressly includes minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department

of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

- f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the Contractor's EEO policy externally by including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of application for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening, procedures, and tests to be used in the selection process.

- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Contractor's work force.
 - k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n) Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o) Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minorities and non-minorities. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

9. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
10. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
11. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the office of the Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
12. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 or these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
14. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hire of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**THE REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE UTILIZATION PLAN**

I. OBJECTIVE

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

II. DEFINITIONS

- A. Minority group member – a person who is Black, Spanish origin or Hispanic or Pacific Islander, or American Indian or Alaskan native.
1. Black – all persons having origins in any of the Black racial groups of Africa.
 2. Hispanic – all persons of Mexican, Puerto Rican, Cuban, Central or South American descent and Spanish culture. The Portuguese are excluded from the Hispanic category, and are to be classified according to their race.
 3. Asian or Pacific Islander – all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands.
 4. American Indian or Alaskan Native – all persons having origins in any of the original peoples of North America, and who maintain cultural identifications through tribal affiliation or community recognition.
- B. Minority Business Enterprise – A United States business wherein the minority group members or stockholders have at least 50% ownership interest in the business and possess control over management, capital and earnings.
- C. Woman-Owned Business Enterprise – A United States business wherein the women member or stockholders have at least 50% ownership interest in the business and possess control over management, capital and earnings. If the business is publicly owned, the women members or stockholders must have at least 51% ownership interest in the business and possess control over management, capital and earnings.
- D. Small Business Enterprise – A business that meets the definition of a minority business enterprise or women business enterprise, and in addition, meets the small business size standards of the Small Business Administration (Exhibit A).
- E. Contractor – The individual, partnership, corporation, or other legal entity entering into a contract with the Consolidated Area Housing Authority of Sutter County.
- F. Subcontractor – The individual partnership, corporation or other legal entity entering into a contract with the contractor to perform a portion of the work.

III. GOALS

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

- A. A goal of 20% of the contract amount for the participation of minority business enterprises in the Regional Housing Authority of Sutter and Nevada Counties construction, supply and services contracted. 50% of the Minority Business Enterprises should qualify as small business enterprises.
- B. A goal of 5% of the contract amount for the participation of women-owned business enterprises in the Regional Housing Authority of Sutter and Nevada Counties construction, supply and services contracted.
 - 1. 50% of the women-owned business enterprises should qualify as small business enterprises.
 - 2. A business owned by minority women will only be counted towards fulfillment of one or the other of Minority or Women-Owned Business Enterprise goals.

IV. PROGRAM

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

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

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

V. BID PROCESS

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

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

- A. Bid Opening – In addition to any other documents required by the bid specifications, the contractor shall submit a List of Subcontractors (Exhibit C) and evidence of minority or women-owned business certification, for prime as well as subcontractors.
- B. Pre-Award Requirements – The apparent low bidder will be required to submit, for purpose of Minority and Women-Owned Enterprise Utilization Plan compliance determination, a complete list of subcontractors, suppliers, truckers, owner-operated equipment and services to be used on the project. This list should include name, address, telephone number, trade, contact person(s), and the total dollar amount of the subcontract. The contractor shall also indicate the businesses claiming to be owned by minorities or women.

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

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

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

1. Report of responses, proposals, and bids received from minority and women-owned businesses. This report shall indicate the action taken by contractor in response to the proposals and/or bids received from minority and women-owned businesses. In cases where proposals and/or bids have been rejected by the contractor, the reason(s) for rejection shall be indicated.
2. Documented contracts with minority and women-owned firms, minority and women contractors associations, minority and women business development centers, or any other related agency that disseminates bid information to women and minority-owned business enterprises.

3. Copy of letters sent to groups in #2 above notifying them of the contractor's intent to solicit minority and women business enterprise participation.
 4. Documentation of efforts undertaken to encourage subcontractors to obtain minority and women business enterprise participation.
 5. Documentation of methods used in soliciting bids from minority and women subcontractors and suppliers such as, but not limited to, advertisements in the builder's and contractor's exchanges, minority and women trade association publications, local minority newspapers, or other applicable daily or weekly newspapers or trade journals or other media.
 6. Documented contacts with minority and women brokers or agents and minority and women owner/operators of equipment.
 7. Documentation of any other effort undertaken by the contractor to encourage minority and women business enterprise participation.
- D. Pre-Construction Requirements – Upon request, the contractor shall provide a copy of all subcontractor agreements or other verification of the total amount to be paid to each contractor.

VI. PROTEST PROCEDURE

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

VII. PROGRAM REVIEW

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

<i>SMALL BUSINESS SIZE STANDARDS OF SBA</i>
--

1. **GENERAL.** Unless otherwise specifically stated in one of the following tables, a business is considered small if its average annual receipts for the last 3 fiscal years do not exceed \$2 million.
2. **CONSTRUCTION.** Small if its average annual receipts for the last 3 fiscal years do not exceed \$12 million.
3. **ENGINEERING SERVICE.** Small if average annual receipts for preceding 3 fiscal years do not exceed \$7.5 million.
4. **TRUCKING-CAR AND TRUCK RENTAL.** If annual receipts, NOT THE AVERAGE OF 3 YEARS, do not exceed \$7 million.

<i>TRADE</i>	<i>Annual Receipts in Millions</i>
CONSTRUCTION – Special Trade Contractors:	
Carpentering and Flooring	\$ 5.0
Concrete Work	\$ 5.0
Electrical	\$ 5.0
Excavating and Foundation Work	\$ 5.0
Floor Laying and Other Floor Work	\$ 5.0
Glass and Glazing Work	\$ 5.0
Installation and Erection of Building Equipment	\$ 5.0
Masonry, Stone Setting & Other Stone Work, Painting, Paperhanging & Decorating	\$ 5.0
Plastering, Drywall, Acoustical & Insulation Work	\$ 5.0
Plumbing, Heating (except electrical) & Air Conditioning	\$ 5.0
Roofing & Sheet Metal Work	\$ 5.0
Special Trade Contractors Not Elsewhere Classified	\$ 5.0
Structural Steel Erection	\$ 5.0
Terrazzo, Tile, Marble & Mosaic Work	\$ 5.0
Water Well Drilling	\$ 5.0
Wrecking & Demolition Work	\$ 5.0

<i>TRADE</i>	<i>Average Annual Receipts for Previous 3 Years in Millions, Not to Exceed</i>
Base Maintenance	\$ 7.5
Cleaning & Dyeing (including rug cleaning services)	\$ 1.5
Computer Maintenance Services	\$ 7.0
Computer Programming Services	\$ 4.0
Construction (prime contractors)	\$12.0
Data Processing Services	\$ 4.0
Dredging (at least 40% yardage advertised in plans or specs; or 40% must be done with equipment not owned by dredging concerns)	\$ 9.5
Engineering Services	\$ 7.5
Food Services	\$ 3.5
Janitorial & Custodial Services	\$ 4.5
Laundry Services (includes linen supply, diaper services, industrial laundering)	\$ 4.0
Motorcar Rental & Leasing Services (includes truck rental & leasing services)	\$ 7.0
Services – General (any services not specifically defined in SBA regulations)	\$ 2.0

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

MINORITY AND WOMEN BUSINESS ENTERPRISE ELIGIBILITY QUESTIONNAIRE

- 1. Name of Firm: _____
- 2. Address of Firm: _____
 City: _____ State: _____ Zip Code: _____
- 3. Phone Number of Firm: _____
- 4. Indicate whether firm is sole proprietorship, partnership, joint venture, corporation or other business entity (please specify): _____

- 5. Nature of Firm's Business: _____
- 6. Years firm has been in business under present address: _____
- 7. Ownership of Firm: Identify those who own 5% or more of the firm's ownership. Columns E & F need to be filled out only if the firm is less than 100% minority owned.

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

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

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

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

a. Financial decisions: _____

b. Management decisions, such as:

1) Estimating _____

2) Marketing and sales _____

3) Hiring and firing of management personnel _____

4) Purchases of major items or supplies _____

c. Supervision of field operations _____

9. For each person listed in answers to question #8, provide a brief summary of the person's experience and number of years with the firm. Indicate the person's qualifications for the responsibilities given to him/her.
10. Describe or attach a copy of any stock options or other ownership options that are outstanding, and any agreements between owners or between owners and third parties that restrict ownership or control of minority or women owners.
11. Identify any owner (see #7) or management official (see #8) of the named firm who is or has been an employee of another firm that has an ownership interest in or a present business relationship with the named firm. Present business relationships, include shared space, equipment, financing, or employees as well as both firms having some of the same owners.
12. What are the gross receipts of the firm for each of the last 3 years:
Year ending _____ \$ _____
Year ending _____ \$ _____
Year ending _____ \$ _____
13. Name of bonding company, if any: _____
Bonding limit: _____
Source of letters of credit, if any: _____
14. Are you authorized to do business in the state as well as locally, including all necessary business licenses? _____

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

AFFIDAVIT

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

(Name of Firm)

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

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

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

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

(Seal)

Notary Public _____

Commission Expires _____

LIST OF SUBCONTRACTORS

EXHIBIT C

Prime Contractor: _____
(Name)

(Address)

Date Form Completed: _____

Contract Name & Number: _____

TRADE	NAME OF SUBCONTRACTOR	ADDRESS & PHONE	SUBCONTRACTOR CONTRACT AMOUNT	Minority * or Women (Yes or No)
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* Identify by race and/or ethnicity

Minority and Women Suppliers

Name of Supplier

Address & Phone #

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LIST OF SUBCONTRACTORS

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

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

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PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR: OR SUBCONTRACTOR:		ADDRESS:		CONTRACTOR'S LICENSE NO.:		SPECIALTY LICENSE NO.:											
PAYROLL NO.:		FOR WEEK ENDING:		SELF-INSURED CERTIFICATE NO.:		PROJECT OR CONTRACT NO.:											
		DAY		WORKERS' COMPENSATION POLICY NO.:		PROJECT AND LOCATION:											
		M T W TH F S S															
		DATE															
		HOURS WORKED EACH DAY															
(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4)	(5) TOTAL HOURS		(6) HOURLY RATE OF PAY		(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS								(9) CHECK NO.
			S					THIS PROJECT	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/HOLIDAY	HEALTH & WELF.	PENSION	NET WGS PAID FOR WEEK	
			O					ALL PROJECTS	TRAINING	FUND ADMIN	DUES	TRAV/SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S					THIS PROJECT	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/HOLIDAY	HEALTH & WELF.	PENSION		
			O					ALL PROJECTS	TRAINING	FUND ADMIN	DUES	TRAV/SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S					THIS PROJECT	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/HOLIDAY	HEALTH & WELF.	PENSION		
			O					ALL PROJECTS	TRAINING	FUND ADMIN	DUES	TRAV/SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S					THIS PROJECT	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/HOLIDAY	HEALTH & WELF.	PENSION		
			O					ALL PROJECTS	TRAINING	FUND ADMIN	DUES	TRAV/SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

*OTHER - Any other deductions, contributions and/or payments whether or not included or required by preventing wage determinations must be separately listed. Use extra sheet(s) if necessary. CERTIFICATION MUST be completed (See reverse side)

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

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NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11 inches)

I, _____, the undersigned, am the
(Name – print)

_____ with the authority to act for and on behalf of
(Position in business)

_____, certify under penalty of perjury
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of _____
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)
of the actual disbursements by way of cash, check, or whatever form to the individual or
individuals named.

Date: _____

Signature: _____

A public entity may require a stricter and/or more extensive form of certification.

Checklist of Labor Law Requirements

(CCR Title 8, Section 16421)

Ultimately the prime contractor is liable for their sub and specialty contractors. This checklist is a useful tool for the prime contractor to ensure that their sub and specialty contractors know their responsibilities on public works projects. Contractors who understand and comply with the law are more likely to deliver the job on time, on budget and done right the first time. We suggest the prime contractor encourage completion of this checklist by their sub and specialty contractors.

NAME (PRINT) _____ DATE _____

COMPANY _____ PHONE _____

ADDRESS _____ FAX _____

CITY _____ STATE _____ ZIP CODE _____

PROJECT MANAGER _____ SUPERINTENDENT/FOREMAN _____

CERTIFIED PAYROLL _____ PHONE/EXT. _____

CONTRACTOR LICENSE NO. _____ EXP. DATE _____ SPECIALTY LICENSE NO. _____

SELF-INSURED CERTIFICATE NO. _____ WORKERS COMP. POLICY NO. _____

PROJECT NAME _____ PROJECT #/BID PACKAGE# _____

AWARDING BODY _____ ADVERTISEMENT DATE _____

IF SUB-CONTRACTING, LIST YOUR PRIME/GENERAL CONTRACTOR _____

CONTRACT AWARD AMOUNT _____

THE FEDERAL AND STATE LABOR LAW REQUIREMENTS APPLICABLE TO THE CONTRACT ARE COMPOSED OF, BUT NOT LIMITED TO, THE FOLLOWING:

Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. *Labor Code Section 1770 et seq.*

The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view. Additionally, current wage rate information can be found at the DLSR web site, www.dir.ca.gov/dlsr/statistics_research.html.

Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project and to comply with all aspects of *Labor Code Section 1777.5*, relating to Apprentices on Public Works. (1) Notify approved apprenticeship programs of contract award; (2) employ apprentices; (3) pay training fund contributions.

Penalties

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under *Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813*.

Certified Payroll Reports

Under *Labor Code Section 1776*, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day for each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

This requirement includes and applies to all subcontractors performing work on Awarding Body projects even if their portion of the work is less than one half of one percent (0.05%) of the total amount of the contract.

The certified payroll records shall contain the same data fields listed on the *Public Works Payroll Reporting Form (A-1-131)* and contain or is accompanied by a declaration made under penalty of perjury. (*California Code of Regulations, Section 16401*).

Checklist of Labor Law Requirements, continued

given week, the Certified Payroll Report shall be annotated: "No work" for that week or a Non-Performance Statement must be submitted.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to *Labor Code Section 1776*.

Under *Labor Code Section 1776(g)* there are penalties required for contractor's/subcontractor's failure to maintain and submit copies of certified payroll records on request.

Nondiscrimination in Employment

There exist prohibitions against employment discrimination under *Labor Code Sections 1735 and 1777.6*, the *Government Code*, the *Public Contracts Code*, and *Title VII of the Civil Rights Act of 1964*.

Kickbacks Prohibited

Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages under *Labor Code Section 1778*.

Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under *Labor Code Section 1779*; or for filling work orders on public works contracts pursuant to *Labor Code Section 1780*.

Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to *Government Code Section 4104*.

Proper Licensing

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under *Labor Code Section 1021* and under the California Contractor License Law found at *Business and Professions Code Section 7000 et seq.*

Unfair Competition Prohibited

Contractors and sub-contractors are prohibited from engaging in unfair competition as specified under *Business and Professions Code Sections 17200 to 17208*.

Workers Compensation Insurance

Labor Code Section 1861 requires that contractors and subcontractors be insured properly for Workers Compensation.

OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

Proof of Eligibility/Citizenship

The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers, is required.

Itemized Wage Statement

Labor Code Section 226 requires that employees be provided with itemized wage statements.

CERTIFICATION

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of _____

(COMPANY NAME)

I fully understand that failure to comply with any of the above requirements may subject me, or my company, to penalties as provided above.

Contractor _____

(SIGNATURE)

(DATE)

Construction Progress Schedule

U.S. Department of Housing
and Urban Development

OMB Approval No. 2577-0157 (Exp. 01/31/2014)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Agency/Indian Housing Authority (PHA/IHA)							
2. City		3. State		5. Project Name			
4. Location				6. Project Number			
7. Contract For				8. Contract Time (Days)			
9. From (mm/dd/yyyy)		To (mm/dd/yyyy)		10. Contract Price \$			
11. Number of Buildings		12. Number of Dwelling Units			13. Number of Rooms		
Submit as many pages as necessary to cover the construction period.)	Year (yyyy)						
	Month						
Actual Monthly Work in Place	Value, (\$)						
Actual Accumulated Progress	(/o)						
Anticipated Monthly Value	(\$)						
Accumulated Scheduled Progress	(/o)						
Submitted by	Contractor's Name						
	Title			Signature		Date (mm/dd/yyyy)	
Approved by	PHA/IHA						
	Title					Date (mm/dd/yyyy)	
Approved by	Architect					Date (mm/dd/yyyy)	

**Instructions for Preparation of Construction Progress Schedule
Form HUD-5372**

General. The information required for items 1 through 6 can be obtained from the contract documents. (7.) Enter the type of work awarded by the PHA/IHA. This may be "general construction," "plumbing," "heating," "electrical," etc., depending upon prime contract awards. (8.) Enter the contract time in calendar days (unless otherwise stated). (9.) Enter the starting and completion dates as established by the Notice to Proceed.

Year and Month. At the top of the Schedule, space is provided for inserting the "Year" and "Month" to identify the times during which the work is to be performed.

Year. Enter the year when the Notice to Proceed was issued. If the starting date of the contract is such that the time assigned for completion will be carried into a succeeding year, two yearly designations will be shown, each centered over the applicable spread of time for each year.

Month. The body of the Schedule is divided into Columns, each representing a period of one month. Starting in the Column with the month stated in the Notice to Proceed, enter at the top of each column the successive months corresponding to the entire spread of the total contract time. The Schedule must contain monthly columns to cover the entire active period of contract, with extra columns for possible overruns in contract time.

Computation of Anticipated Monthly Value of Work in Place

Before presenting the form for approval, enter in each monthly column the dollar value (omit cents) of the increment of work anticipated to be put in place during that interval of time. This shall be the Contractor's best estimate of the rate of progress for each month. This section contains a suggested guide for the elapsed contract time vs. progress percentages.

The horizontal total of the monthly dollars shown for "Anticipated Monthly Value" must equal the contract price shown in the heading.

Accumulated Scheduled Progress -- %

Entries on this line shall show in percentage of total completion the cumulative stage of progress that is scheduled to be reached at the end of each monthly interval. It is generally sufficient to state this anticipated progress to the nearest tenth of one percent, but for very large contracts it may be advisable to extend computations to the nearest hundredth.

The entry for the first month's column should be the % obtained by the anticipated monthly dollar value of work in place at the close of the first month being divided by the contract price.

The entry for the second month's column is obtained by the sum of the anticipated monthly dollar values of work in place for Columns 1 and 2 being divided by the contract price.

Enter in the third month's column the percentage computed similarly, using the sum of dollar values of work in place for Columns 1, 2, and 3. Continue in this manner for the succeeding monthly columns until "100" is reached in the final column.

Charting Actual Progress. The horizontal space extending through the monthly columns is divided into "Actual Monthly Value of Work in Place - \$" and "Actual Accumulated Progress - %." In each monthly column show the actual accumulated % of progress and the actual value of work in place for that month, as the work progresses. An anticipated complete shutdown at some stage in the work because of adverse seasonal weather or otherwise, as may occur in road work, excavation (grading), etc., is readily shown by a gap.

The Contractor's name shall be placed in the lower left-hand corner of the form, together with the signature and title of the employee who prepared the Schedule and the date. The form then shall be sent to the Architect for review. If the Architect considers that changes are necessary to make the Schedule more realistic, it will withhold approval and so advise the Contractor. When the form is acceptable and approved by the Architect, and the PHA/IHA, it will be returned to the Contractor, who shall reproduce and submit the number and style of prints required by the PHA/IHA.

Normal building construction experience has proved that the rate of overall progress (as measured by work in place) accelerates slowly at the start, reaches its peak in the middle third of the construction period, and tapers down at the close. The data following illustrate the general average expectancy of a well-balanced operation and may be used as a guide. If the proposed progress lies within reasonable range of these check points, the Schedule may be considered satisfactory insofar as the time-performance feature is involved.

% of Contract Time	% of Accumulated Progress
0	0
10	2
20	8
30	20
40	37
50	57
60	75
70	89
80	96
90	99
100	100

The foregoing percentages must be tempered by consideration of seasonal weather conditions and other known conditions which may affect the progress of the work. These percentages are offered for information only.

Schedule of Amounts for Contract Payments

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

OMB Approval No. 2577-0157
(Exp. 01/31/2014)

No progress payments shall be made to the contractor unless a schedule of amounts for contract payments in accordance with the construction contract is received.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Project Name and Location	Project Number
---------------------------	----------------

Name, Address, and Zip Code of Contractor

Nature of Contract	Contract Number
--------------------	-----------------

Approved for Contractor by	Title	Date (mm/dd/yyyy)
----------------------------	-------	-------------------

Approved for Architect by	Title	Date (mm/dd/yyyy)
---------------------------	-------	-------------------

Approved for Owner by	Title	Date (mm/dd/yyyy)
-----------------------	-------	-------------------

Item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)

Total Amount of Contract or Carried Forward	\$
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To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature of authorized representative

Date signed (mm/dd/yyyy)

Instructions for Preparation of form HUD-51000

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
 - a. **Heading.** Enter all identifying information required for both forms.
 - b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
 - (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
 - (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.
 - c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.
 - d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft.," "cu. yd.," "tons," "lb.," "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
 - e. **Column 5.** Enter the unit price, in place, of each sub-item of work.
 - f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
 - g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.
 - h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.
2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

Master List of Items

Item No.	Division of Work	Item No.	Division of Work	Item No.	Division of Work
1	Bond	20	Rough Carpentry		Site Improvements
2	General Conditions 1	21	Metal Bucks	44	Retaining Walls
3	Demolition & Clearing	22	Caulking	45	Storm Sewers
	Structures	23	Weatherstripping	46	Sanitary Sewers
4	General Excavation	24	Lath & Plastering-Drywall	47	Water Distribution System
5	Footing Excavation	25	Stucco	48	Gas Distribution System
6	Backfill	26	Finish Carpentry	49	Electrical Distribution System
7	Foundation Piles & Caissons	27	Finish Hardware	50	Street & Yard Lighting
8	Concrete Foundations	28	Glass & Glazing	51	Fire & Police Alarm System
9	Concrete Superstructures	29	Metal Doors	52	Fire Protection System
10	Reinforcing Steel	30	Metal Base & Trim	53	Street Work
11	Waterproofing & Dampproofing	31	Toilet Partitions	54	Yard Work
12	Spandrel Waterproofing	32	Floors	55	(Other)
13	Structural Steel	33	Painting & Decorating	56	(Other)
14	Masonry	34	Screens		Equipment
15	Stonework	35	Plumbing	57	Shades & Drapery Rods
16	Miscellaneous & Ornamental Metal	36	Heating	58	Ranges
17	Metal Windows	37	Ventilating System	59	Refrigerators
18	Roofing	38	Electrical	60	Kitchen Cabinets & Work Tables
19	Sheet Metal	39	Elevators	61	Laundry Equipment
		40	Elevator Enclosures—Metal	62	(Other)
		41	Incinerators—Masonry & Parts		
		42	(Other)	63	Punch List 12
		43	(Other)	64	Lawns & Planting

1 General Conditions should be 3% to 5% of contract amount.

2 Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

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Prevailing Wage Determinations

Federal Determinations: <http://www.wdol.gov>

State Determinations: <http://www.dir.ca.gov/OPRL/PWD/index.htm>