

**CONTRACT DOCUMENTS  
AND  
TECHNICAL SPECIFICATIONS  
FOR  
REPAIRS & IMPROVEMENTS TO 12.5 kv ELECTRICAL  
DISTRIBUTION SYSTEM  
AT  
RICHLAND MIGRANT CENTER  
479 BERNARD DRIVE  
YUBA CITY, CA 95991**

August 30, 2018

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DOCUMENTS  
TABLE OF CONTENTS

	<u>Page</u>
 <b><u>BIDDING REQUIREMENTS</u></b>	
Notice to Contractors	BR-1
Instructions to Bidders	BR-3
Bidding Documents:	
Bid Form	BR-11
Bid Bond	BR-15
Representations, Certifications, and Other Statements of Bidders	BR-17
Non-collusive affidavit (required for contracts exceeding \$50,000)	BR-29
Minority, Women, Disabled Veterans owned Business Enterprise	BR-31
List of Subcontractors	BR-49
Certifications for Contracts, Grants, loans & Cooperative Agreements	BR-55
Verification of Contractor and Sub-Contractor DIR registration (provide copies of DIR print out)	
Statement of Bidders Experience & References	
 <b><u>CONTRACT REQUIREMENTS</u></b>	
Contract Agreement	CR-1
Performance Bond	CR-7
Payment Bond	CR-11
Certification Pursuant to Labor Code 1861	CR-13
Conditions of Work	
Checklist of Labor Law Requirements ( A copy of this form shall be completed by the awarded contractor and all subcontractors performing more than one half of one percent of the contract).	CCR Title 8
Payroll Form	A-1-131
Certificate and Release	CR-25
California DOL Wage Determinations	
 <b><u>SPECIFICATIONS</u></b>	
Summary of Work	01010
Project Coordination	01040
Regulatory Requirements	01060
Application for Payment/Change Order Requirements	01152
Submittals and Samples	01300

Cleaning & Cleanup  
Substitutions  
Close Out

01550  
01630  
01700

Request For Information Form

## NOTICE TO CONTRACTORS

Sealed proposals will be received by the Regional Housing Authority by mail or hand delivered to 1455 Butte House Rd, Yuba City, CA 95993 by September 20, 2018 at 10:00AM, at which time they will be publicly opened and read aloud for performing work as follows:

**PROJECT:** Repairs & Improvements to Electrical Distribution System

**LOCATION:** Richland Migrant Housing Center, 479 Bernard Drive, Yuba City, CA 95991

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

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

1. Bid Bond
2. Representations, Certifications, and Other Statements of Bidders
3. Minority, Women, Disabled Veterans Owned Business Enterprise
4. Non-collusive affidavit (required for contracts exceeding \$50,000)
5. List of all Subcontractors Performing more than ½ of 1% of bid
6. Certifications for Contracts, Grants, loans & Cooperative Agreements
7. Verification of Contractor & Subcontractor DIR Registration
8. Statement of Bidders Experience & References

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

**Repairs & Improvements to Electrical Distribution System**  
**Attn: Larry Tinker**

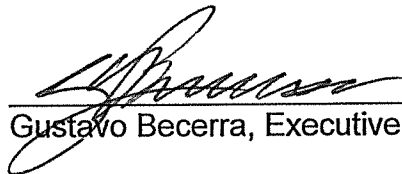
**The Contractor and each of his/her subcontractors will be required to pay the local prevailing wage rate as established by the Director of the Department of Industrial Relations of the State of California.**

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

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

Specifications, plans and contract documents for the proposed work may be obtained from the Regional Housing Authority at a Pre-Construction Meeting on Thursday, August 30, 2018 at 8:30AM, The meeting will be held at 479 Bernard Drive, Yuba City, CA 95991. Documents may also be down loaded from the Housing Authority web site, regionalha.org. Full sized plan sets are subject to a forty dollar (\$40.00) deposit which will be refunded on return.

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

  
\_\_\_\_\_  
Gustavo Becerra, Executive Director

INSTRUCTIONS TO BIDDERS FOR CONTRACTS  
PUBLIC HOUSING PROGRAMS

**Table of Contents**

<u>Clause</u>	<u>Page</u>
1. Bid Preparation and Submission	BR-3
2. Explanations and Interpretations to Prospective Bidders	BR-4
3. Responsibility of Prospective Contractor	BR-5
4. Late Submissions, Modifications, and Withdrawal of Bids	BR-5
5. Bid Opening	BR-6
6. Service of Protest	BR-7
7. Contract Award	BR-7
8. Bid Guarantee	BR-8
9. Assurance of Completion	BR-9
10. Preconstruction Conference	BR-9
11. Indian Preference Requirements (non-applicable)	BR-10

**1. Bid Preparation and Submission**

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

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

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

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

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

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

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

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

## **2. Explanations and Interpretations to Prospective Bidders**

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least four (4) days before the scheduled time for bid opening. Requests for information other than solicitation procedures must be written. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

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

## **3. Amendments to Invitations for Bids**

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

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



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

#### **4. Responsibility of Prospective Contractor**

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

1. Integrity;
2. Compliance with public policy;
3. Record of past performance; and
4. Financial and technical resources (including construction and technical equipment).

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

#### **5. Late Submissions, Modifications, and Withdrawal of Bids**

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

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

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

(3) Was sent by U.S. Postal Service Express Mail Next Day Service – Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two (2) working days prior to the date specified for receipt of proposals. The term “working days” excludes weekends and observed holiday.

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

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

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

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

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

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

## **6. Bid Opening**

All bids received by the date and time of receipt specified in the solicitation will be

publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## **7. Service of Protest**

(a) Definitions, as used in this provision:

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

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

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

Executive Director  
Regional Housing Authority of Sutter & Nevada Counties  
1455 Butte House Road  
Yuba City, CA 95993

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

## **8. Contract Award**

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

(b) If the apparent low bid received in response to this solicitation exceeds the PHA’s/IHA’s available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA’s/IHA’s available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA’s/IHA’s available

funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

- (c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.
- (d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.
- (e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.
- (f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.
- (g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

## **9. Bid Guarantee**

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

## **10. Assurance of Completion**

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be a

- 1) Performance and payment bond in a penal sum of 100 percent (100%) of the contract price; or, as may be required or permitted by State law.
- 2) Separate performance and payment bonds, each for 50 percent or more of the contract price.
- 3) A 20 percent cash escrow.

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the states in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Free copies of the circular may be obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14<sup>th</sup> Street, SW, 2<sup>nd</sup> Floor, West Wing, Washington, D.C. 20226.

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

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

## **11. Preconstruction Conference (applicable to construction contracts)**

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties

convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time and place of the conference.

## **12. Insurance Requirements**

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

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

BID FORM

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

Executive Director: Gustavo Becerra

The undersigned doing business under the firm name of:

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

Project: Repairs & Improvements to Electrical Distribution System  
Location: Richland Migrant Housing Center, 479 Bernard Ave., Yuba City, CA 95991

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

1. BASE BID:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )

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

3. Attached hereto is a list showing the name and place of business of all Subcontractors who will perform work in excess of one-half (1/2) of one percent (0.5%) of the Base Bid, together with the portion of the work to be done by each Subcontractor.
4. BID GUARANTEE: Accompanying this proposal is a certified check, cashier's check, or Bidder's Bond in the amount of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )

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

5. Attached hereto are the following:
  - a. Representations, Certifications, and Other Statements of Bidders
  - b. Non-collusive Affidavit (required for contracts exceeding \$50,000)
  - c. Minority, Women, Disabled Veterans Owned Business Enterprise
  - d. List of Subcontractors
  - e. Certification for Contracts, Grants, Loans & Cooperative Agreements
  - f. Verification of Contractor & Subcontractor DIR Registration
  - g. Statement of Bidders Experience & References.
6. If this bid is accepted by the Owner and notice of such acceptance is timely delivered to the undersigned, then the undersigned shall, within ten (10) working days after receipt of such notice, (a) sign the specified contract and also deliver to the Owner (b) a payment bond as required by the contract documents, and (c) a performance bond, as similarly required. The undersigned will thereafter commence and complete the work within the time required by the contract documents.



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

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

DATE: \_\_\_\_\_ FIRM NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

CONTR. LIC #: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

LIC. EXP. DATED: \_\_\_\_\_

The representations made herein are made under penalty of perjury.

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BID BOND

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: WHEREAS, the above-named principal is about to hand in and submit a bid or proposal in accordance with those certain Contract Documents and Specifications entitled "Contract Documents and Specification", dated \_\_\_\_\_ and file in the office of said Authority.

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

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

\_\_\_\_\_  
(Contractor)

By \_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety Company)

By \_\_\_\_\_  
(Principal)

SURETY

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

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BR-16

REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS OF BIDDERS

**Table of Contents**

Clause

1. Certificate of Independent Price Determination
2. Contingent Fee Representation and Agreement
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
4. Organizational Conflicts of Interest Certification
5. Bidder's Certification of Eligibility
6. Minimum Bid Acceptance Period
7. Small, Minority, Women-Owned Business Concern Representation
8. Indian-Owned Economic Enterprise and Indian Organization Representation (non-applicable)
9. Certification of Eligibility Under the Davis-Bacon Act
10. Certification of Non-Segregated Facilities
11. Clean Air and Water Certification
12. Previous Participation Certificate
13. Bidder's Signature

**1. Certificate of Independent Price Determination**

(a) The bidder certifies that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. Contingent Fee Representation and Agreement**

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

(b) The bidder, by signing its bid, hereby certifies to the best of his/her knowledge and belief as of August 1, 2017 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his/her behalf in connection with the awarding of a contract resulting from this solicitation;

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

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

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

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

#### **4. Organizational Conflicts of Interest Certification**

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

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

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

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



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

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

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

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

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

## **6. Minimum Bid Acceptance Period**

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

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

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

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

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

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

**7. Small, Minority, Women-Owned, Disabled Veterans Business Concern Representation**

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

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

(b)  is,  is not a women-owned business enterprise. “Women-owned business enterprise”, as used in this provision, means a business that is at least fifty percent (50%) owned by a woman or, in the case of publicly owned business, at least, fifty-one percent (51%) of the stock is owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c)  is,  is not a minority business enterprise. “Minority business enterprise”, as used in this provision, means a business that is at least fifty (50%) or controlled by one or more minority group member or, in the case of a publicly owned business, at least fifty-one percent (51%) of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

(d)  is,  is not a Disabled Veterans Business Enterprise as used in this provision, means a business that is at least fifty (50%) owned or controlled by one or more disabled group member or, in the case of a publicly owned business, at least fifty-one percent (51%) of its voting stock is owned by one or more disabled group members, and whose management and daily operations are controlled by one or more such individuals.

**8. N/A**

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

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

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 9(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1).

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Non-Segregated Facilities**

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

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

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

The bidders certifies that:

- (a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency list of Violating Facilities:
- (b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,
- (c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Bidder's Signature**

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

---

(Signature and Date)

---

(Type or Print Name)

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(Title)

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(Company Name)

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(Company Address)

NON-COLLUSIVE AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF SUTTER

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

That he/she is \_\_\_\_\_ of the firm of

\_\_\_\_\_  
(Firm Name)

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

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

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

Bidder if Bidder is an individual:

---

(Name of Bidder)

Partner if Bidder if a partnership:

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(Partner)

Officer if Bidder is a corporation:

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(Officer)

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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NOTARY PUBLIC, STATE OF CALIFORNIA

MY COMMISSION EXPIRES: \_\_\_\_\_

## MINORITY/WOMAN'S/ DISABLED VETERANS BUSINESS ENTERPRISE CLAUSES

(a) It is the policy of the Regional Housing Authority to take positive steps to maximize the utilization of minority, women's business and veteran's business enterprises in all contract activity administered by the Housing Authority.

(b) The Contractor will utilize his best efforts to carry out this policy in the award of his subcontractors to the fullest extent consistent with the sufficient performance of this contract. As used in this contract, the term "minority, women's business or disabled veterans" enterprise means a business, at least 50 percent of which is owned by minority group members, women or disabled group or member, in the case of publicly owned businesses, at least 51 percent of the stock is owned by minority group members, women or disabled veteran. For the purpose of this definition, minority group members are Black, Hispanics, Asians, Native Americans, Alaskans or Pacific Islanders.

(c) The Contractor by signing below agrees to the following Statement as part of His/her sealed bid:

I have taken affirmative action to seek out and consider minority, women's and disabled veteran business enterprises for the portions of work to be subcontracted. Such actions are fully documented in my records and available upon request. Results are as follows:

Name and Address of  
Minority/Women's, Disabled Veteran Firms

<u>Contractor Anticipates Utilizing *</u>	<u>Dollar Value of Work</u>	<u>Category of Work</u>	<u>Participation</u>
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complete on next page

Contractor Anticipates Utilizing \*

Dollar Value of Work

Category of Work

Participation

Total Bid \$ \_\_\_\_\_

Total Subcontract Amount \$ \_\_\_\_\_

Minority/Women's, Disabled Veterans Enterprise Total of Subcontract Amount

\$ \_\_\_\_\_

\* Indicate whether



**LIST OF SUBCONTRACTORS**

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

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

Name and Address

Work to be Performed

License #, Classification  
& DIR Registration #

E-Mail & Phone #

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CERTIFICATION FOR CONTRACTS, GRANTS, LOANS  
AND COOPERATIVE AGREEMENTS

TO: Regional Housing Authority

SUBJECT: Repairs & Improvements to Electrical Distribution System at Richland  
Migrant Housing Center

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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BR-56

## STATEMENT OF BIDDERS EXPERIENCE

All questions must be answered and the date given must be clear and comprehensive. This Statement must be notarized. If necessary, add separate sheets for items marked with an \*

1. Name of Bidder: \_\_\_\_\_
2. Permanent main office address: \_\_\_\_\_
3. When organized: \_\_\_\_\_
4. Where incorporated: \_\_\_\_\_
5. How many years have you been engaged in the contracting business under your present firm name? \_\_\_\_\_
6. \*Contract on hand: (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. \* General character of work performed by your company: \_\_\_\_\_  
\_\_\_\_\_
8. \*Have you ever failed to complete any work awarded to you? \_\_\_\_\_
9. \* Have you ever defaulted on a contract? \_\_\_\_\_
10. \* List the more relevant type of projects recently completed by your company, stating approximate cost for each, and the month and year completed.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. \* List your major equipment available for this contract: \_\_\_\_\_  
\_\_\_\_\_

STATEMENT OF BIDDERS EXPERIENCE

12. \*Experience in work similar in importance to this project: \_\_\_\_\_

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

13. Will you on request, fill out a detailed financial statement and furnish any other information that may be required by the Local Owner? \_\_\_\_\_

14. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Local Owner in verification of the recitals comprising this Statement of Bidder's experience \_\_\_\_\_

15. Furnish current Department of Labor of California License Number and Business License:  
\_\_\_\_\_

I, \_\_\_\_\_, swear under penalty of perjury under the laws of the State of California that the answers to the foregoing questions an all Statement therein contained are true and correct.

Sworn this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_  
(Date) (Month) (Year) (City & State)

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
( Title of Bidder)

See Attached

State of \_\_\_\_\_)

County of \_\_\_\_\_)

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature or the instrument the person, or the entity upon behalf of which the person acted, executed the instrument WITNESS my hand and official seal.

# Standard Form of Agreement Between Owner and Contractor

THIS AGREEMENT, made by and between:

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

Contractor: TBD

Project: Repairs & Improvements to Electrical Distribution System  
Richland Migrant Housing Center  
479 Bernard Drive  
Yuba City, CA 95991

WITNESS THAT:

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

ARTICLE 1. Statement of Work:

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

ARTICLE 2. The Contract Price:

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

\_\_\_\_\_ (\$\_\_\_\_\_)

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

ARTICLE 3.

A. COMMENCE DATE AND TIME OF COMPLETION

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

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

B. EXTENSIONS OF TIME

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

ARTICLE 4. Materials and Workmanship:

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

ARTICLE 5. Licenses:

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



ARTICLE 6. Termination of Contract:

- A. The Authority may, because of breach of the Contract by the Contractor, terminate this Contract at any time by a notice in writing from the Authority to the Contractor. Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims that the Authority may have against the Contractor. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for labor, materials, facilities, and supplies in connection with the performance of this Contract, and shall proceed to cancel promptly all existing orders and terminate all subcontractors insofar as such orders and/or subcontractors are chargeable to this Contract.
- B. Upon termination of this Contract for breach of the Contract by the Contractor, the Contract price shall be reduced by the amount of any and all claims which the Authority may have against the Contractor for damages incurred by Authority as a result of the breach of the Contract, including the cost to Authority to have the work remaining under the Contract completed by another contractor or through Authority personnel. Such damage shall also include any reasonable attorney's fees and other costs incurred by Authority in effecting the termination of the Contract or completion of the performance of the Contract work. Any Contract funds remaining, including amounts retained from progress payments, or other amounts otherwise earned by the Contractor but not yet paid by Authority on the date of the termination, may be applied by Authority to the damages that it incurred as a result of the Contractor's breach. The balance remaining, if any, after full completion of the Contract work shall be payable to the Contractor. If Contract funds as indicated above are insufficient, the Contractor and its sureties shall be liable for any unpaid balances.
- C. In the event that at any time it becomes necessary for the Authority to terminate this Contract for its own convenience because of cessation of operations for which work under this Contract is required by operation of law or otherwise, or because of any change in the operation of Authority which may render the work under this Contract no longer necessary or advisable, the Authority 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 PHA shall make progress payments approximately every 40 days as the work proceeds, on estimates of work accomplished which meets the standards of quality as approved by the Contracting Officer. The PHA shall retain five (5) percent of the amount of progress payments until completion and acceptance of all work under the contract for a period of 35 days after the recording of a Notice of Completion and the Contractor furnishes a Section VIII, Certifying Payments of Prevailing Wage Rates, and the Authority shall be under no obligation to make its final payment until such time as said Certificate of Payments has been received and the Authority satisfied that the Contractor has complied with such provisions.

#### ARTICLE 8. Contract Documents:

The Contract Documents consist of the following:

SEE "BID DOCUMENTS TABLE OF CONTENTS,  
CONTRACT REQUIREMENTS & SPECIFICATIONS"

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

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

ARTICLE 9. Waivers:

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

ARTICLE 10. Severability:

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

ARTICLE 11. Attorneys Fees and Costs

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

ARTICLE 12. Insurance

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

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

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

#### ARTICLE 13. Indemnification

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

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

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

REGIONAL HOUSING AUTHORITY

CONTRACTOR:

By: \_\_\_\_\_  
Gustavo Becerra  
Executive Director

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

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

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

\_\_\_\_\_  
WITNESS

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CR-8

PERFORMANCE BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS: That we

\_\_\_\_\_ a \_\_\_\_\_  
(Name of Contractor) (Corporation, Partnership or Individual)

hereinafter called "Principal" and \_\_\_\_\_  
(Surety)

of \_\_\_\_\_, State of \_\_\_\_\_

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

\_\_\_\_\_ of \_\_\_\_\_,  
(Owner) (City and State)

hereinafter called "Owner", in the penal sum of

\_\_\_\_\_ DOLLARS

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

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

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

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

\_\_\_\_\_

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

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

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



ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

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

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_ (S)

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

\_\_\_\_\_  
(City, State, Zip)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
(Witness as to Surety)

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

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Attorney-in-Fact)

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

\_\_\_\_\_  
(City, State, Zip)

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

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PAYMENT BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS:

WHEREAS, THE REGIONAL HOUSING AUTHORITY, HEREIN AFTER KNOWN AS THE "AUTHORITY" has awarded to

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as principal, hereinafter designated as the "Contractor", a Contract for work to supply labor, equipment, materials and related services to make Repairs & Improvements to Electrical Distribution System at 489 Bernard Drive, Yuba City, CA 95991 as appears in said Contract Documents and Specifications adopted therefore; and

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

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

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

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

This bond shall inure to the benefit of any person named in Section 3181 of the Civil Code of the State of California so as to give a right of action to such persons or their assignee in any suit brought upon this bond.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said Contract or in the specifications agreed to between the Contractor and the Authority, and no forbearance on the part of the Authority, shall operate to relieve any surety from liability on this bond, and consent by any such surety is hereby given, and said surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Contractor)  
By \_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety Company)  
By \_\_\_\_\_  
(Principal)

**SURETY**

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

CERTIFICATION PURSUANT TO  
LABOR CODE SECTION 1861

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

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

Contractor's Signature: \_\_\_\_\_

Printed Name & Title of Signer: \_\_\_\_\_

\_\_\_\_\_

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

## Conditions of Work

### A. Licenses and Qualifications

1. The Contractor and all subcontractors must hold a valid California Contractor's Licenses in the areas of work to be performed and meet all requirements of the State of California to perform as a licensed contractor in the State.
2. The Contractor will obtain any necessary business licenses and/or permits to perform work in the jurisdiction where the work is to be performed.
3. Provide adequate number of experienced workers regularly engaged in this type of work who are skilled in the application techniques of the materials specified.
4. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.
5. Provide at least one thoroughly trained and experienced superintendent on the job site at all times while work is in progress.

### B. Wages

1. State of California current Residential Wage Determination Number \_\_\_\_\_ will be paid pursuant to the California Code of Regulation Section 16001(d), or any wage determination that supersedes these.

### C. Safety

1. The contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. **Safety shall be the responsibility of the contractor.** All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the building's occupants, owner's staff, visitors and occurrences of the general public on or near the site.

#### **D. Fees and Permits**

1. The contractor shall obtain and pay for all necessary permits, licenses and fees required and arrange required inspections from the local building department having jurisdiction in the area where the work is to be completed.
2. The contractor will furnish the owner with signed, closed out permits and testing reports prior to project close-out.

#### **E. Temporary Facilities and Controls**

1. Water and electrical power are available for the contractor at the project property.
2. The Contractor shall provide all waste collection bins required for the work to be completed and shall not use any tenant or site bins for construction waste material

#### **F. Site Protection**

1. The contractor will use reasonable care and responsibility to protect the building and the site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.
2. Contractor will be responsible for performing daily cleanup to collect all debris from the project site and ensure that the site remains free of debris and safety hazards. Magnets will be used to ensure that all nails and metal are removed from around the units. Care will be taken not to detract from the aesthetics or the function of the building. Trash receptacles located on site are for tenant use only and shall not be used for disposal of any materials in connection with the work performed by the contractor.

#### **G. Code Rules**

1. Provide all work and materials in full accordance with all of the most current codes, rules and regulations. Nothing in these specifications is to be construed to permit work not conforming to current code requirements.



#### **H. Use of Premises**

1. Before beginning work, the contractor must secure approval from the owner for the following:
  - a. Areas permitted for personnel parking.
  - b. Access to the site.
  - c. Areas permitted for storage of materials, equipment and debris.

#### **I. Existing Conditions**

1. Prior to bid submittal the contractors should complete a job site inspection to make themselves aware of any conditions that will affect their work.
2. Any discrepancies noted between existing site conditions and the specifications or any conditions not addressed in the specifications should be brought to the attention of the owner's representative prior to submittal of the bid. If necessary, an addendum will be issued to clarify any questionable conditions.

#### **J. Warranties**

1. The contractor will provide a one year warranty covering any defective work, materials or parts that are provided by the contractor and will include a three (3) year watertight warranty for roofing work. Information on manufacturer's material warranties will also be provided by the Contractor at Project Completion. Warranty period will begin from the date the notice of completion is accepted by the Project Manager.
2. The contractor will repair or replace defective work, materials or parts included in the above guarantee within a reasonable length of time.

#### **K. Maintenance and Operating Instructions**

1. Furnish two complete sets of operating and maintenance instructions for all equipment installed under this contract to include all inspection and maintenance schedules and manufacturer's bulletins with part numbers.

## **L. Project Close Out**

1. Upon completion of all work, the contractor will notify the owner and an inspection will be conducted prior to release of final payment. Any unfinished work noted during this inspection will be identified on a "punch list" and will be furnished to the contractor by the owner with a time line for completion of these items. Items identified, along with all submittals, must be completed prior to final payment being issued.

# 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](http://www.dir.ca.gov/dlsr/statistics_research.html).

**Apprentices**

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

**Penalties**

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

**Certified Payroll Reports**

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

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

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

Prime Contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package.

## Checklist of Labor Law Requirements, continued

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

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

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

**Nondiscrimination in Employment**

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

**Kickbacks Prohibited**

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

**Acceptance of Fees Prohibited**

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

**Listing of Subcontractors**

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

**Proper Licensing**

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

**Unfair Competition Prohibited**

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

**Workers Compensation Insurance**

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

**OSHA**

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

**Proof of Eligibility/Citizenship**

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

**Itemized Wage Statement**

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

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### 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)

**Department of Labor**  
**Wage and Hour Division**

**INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347**

**General:** The use of the WH-347 payroll form is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

This form meets needs resulting from the amendment of Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds or programs or by making these payments to the employees as cash in lieu of fringes.

This payroll provides for the contractor's showing on the face of the payroll all monies to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the statement of compliance on the rear of the payroll that he is paying to other fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follow:

**Contractor of Subcontractor:** Fill in you firm's name and check appropriate box.

**Address:** Fill in your firm's address.

**Column 1 – Name, address, and Social Security number of Employee:** The employee's full name must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent weekly payrolls unless his address section so that Social Security numbers may be listed.

**Column 2 – Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

**Column 3 – Work Classifications:** List classification descriptive of work actually performed by employees. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown or ours so worked is maintained and shown on submitted payroll by use of separate entries.

**Column 4 – Hours worked:** On all contracts subject to the Contract Work Hours Standard Act enter as overtime hours in excess of 8 hours per day and 40 hours a week.

**Column 5 – Total:** Self-explanatory

**Column 6 – Rate of Pay, including Fringe Benefits:** In straight time box, list actual hourly rate paid the employee for straight time worked plus in cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus \$3.25/.40. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. In overtime box shown overtime hourly rate paid, plus any cash in lieu of fringes paid the employee. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962. In addition to paying no less than the predetermined rate for the classification which the employee works, the contractor shall pay to approved plans, funds or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

**FRINGE BENEFITS - Contractors who pay all required fringe benefits:** A contractor who pay fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to his employee just as he has always done. Such a contractor shall check paragraph 4(a) of the statement on the reverse of the payroll to indicate that he is also paying to approved plans, funds or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in section 4(c).

**Contractors who pay no fringe benefits:** A contractor who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the statement on the reverse of the payroll to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

#### **Use of Section 4(c), Exceptions**

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, fund or programs as fringes. The contractor shall pay, and shall show that he is paying to in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe each such employee for all hours (unless otherwise provided by applicable determination) worked on Federal or Federally assisted project an amount not less than the predetermined rate plus cash benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

**Column 7 – Gross Amount Earned:** Enter gross amount earned on this project. If part of the employees' weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus \$63.00/\$120.00.

**Column 8 – Deductions:** Five Columns are provided for showing deductions made. If more than five deduction should be involved, use first 4 columns; show the balance deductions under "Other" column; show actual total under "Total Deductions" column: and in the attachment to the payroll describe the deduction contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR, Part 3. If the employee worked on other jobs in addition to this project, show actual deductions from his weekly gross wage, but indicate that deductions are based on his gross wages.

**Column 9 – Net Wages Paid for Week:** Self-explanatory

**Totals** – Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 USV 1001, namely, possible imprisonment of the 5 years or \$10,000.00 fine or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Space has been provided between item (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling out paragraph 4 of the statement.

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**CERTIFICATE AND RELEASE**

FROM: \_\_\_\_\_  
*Contractor*

TO: Regional Housing Authority

BETWEEN: Regional Housing Authority Hereinafter called the Owner  
AND

Name: \_\_\_\_\_ Hereinafter called the Contractor

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

City: \_\_\_\_\_

**KNOWN ALL MEN BY THESE PRESENTS:**

1. The undersigned hereby certifies that there is due and payable under the contract and duly approved change orders and modifications the undisputed balance of \$\_\_\_\_\_.

2. The undersigned further certifies that in addition to the amount set forth in paragraph one(1), hereof, there are outstanding and unsettled the following items which he claims are just and due and owing by the Local Owner to the Contractor.

(A) \_\_\_\_\_

(B) \_\_\_\_\_

(C) \_\_\_\_\_

(Itemized claims and amounts claimed. If none, so state.)

3. The undersigned further certifies that all work required under this contract including work required under Change Orders numbered \_\_\_\_\_ has been performed in accordance with the terms thereof, and that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract, and that the wage rates paid by the Contractor and all Subcontractors were in conformity with the contract provisions relating to said wage rates.

4. Except for the amounts Stated in paragraph 1 and 2 hereof the undersigned has received from the Local Owner all sums of money payable to the undersigned under the pursuant to the aforementioned contract or any change or modifications thereof.

5. That in consideration of the payment of the amount Stated in paragraph 1 hereof the undersigned does hereby release the Local Owner from any and all claims arising under or by virtue of this contract except the amounts listed in paragraph 2 hereof; provided, however, that if for any reason the Local Owner does not pay in full the amount Stated in paragraph 1 hereof, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released by will release upon payment thereof.

The Contractor further certifies that upon payment of the amounts listed in paragraph 2 hereof, and of any amount which may be deducted from paragraph 1 hereof, he will release the Local Owner from any and all claims of any nature whatsoever arising out of said contract or modification thereof, and will execute such further releases or assurances as the Local Owner may request.

6. The Contractor assigns all guarantees and warranties to the Local Owner effective today.

**IN WITNESS WHEREOF**, the undersigned has signed and sealed this instrument, this \_\_\_\_\_ day of ,  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Company) By: \_\_\_\_\_  
Title: \_\_\_\_\_

I, \_\_\_\_\_ being first duly sworn on oath, deposes and says, first, that he is the  
\_\_\_\_\_ of the \_\_\_\_\_ second that he  
(Title) (Company)

has read the foregoing CERTIFICATE AND RELEASE by him subscribed as the \_\_\_\_\_  
(Title)

of the \_\_\_\_\_  
(Company).

Affiant further States that the matters and things stated therein are, to the best of his knowledge and belief, true.

\_\_\_\_\_  
Signature.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

MY COMMISSION EXPIRES \_\_\_\_\_.

COMPLETED, assignment of all guarantees and warranties to the Local Owner, and final periodical estimate to be submitted.

Regional Housing Authority

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

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: ELECTRICAL UTILITY LINEMAN**

**DETERMINATION:** C-61-X-3-2018-1

**ISSUE DATE:** February 22, 2018

**EXPIRATION DATE OF DETERMINATION:** May 31, 2018\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within the State of California, except Del Norte, Modoc, and Siskiyou Counties. (For Del Norte, Modoc and Siskiyou - see page 21)

CLASSIFICATION (Journeyman)	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Training	Other Payments	Hours	Total Hourly Rate	Daily 2X	Saturday 2X	Sunday and Holiday
# Lineman, Cable Splicer	\$55.49	6.25	<sup>a</sup> 8.68	<sup>b</sup> 0.28	<sup>c</sup> 0.63	8	72.99	131.04	131.04	131.04
## Powderman	49.55	6.25	<sup>a</sup> 7.94	<sup>b</sup> 0.25	<sup>c</sup> 0.56	8	66.04	117.87	117.87	117.87
## Groundman	33.89	6.25	<sup>a</sup> 7.90	<sup>b</sup> 0.17	<sup>c</sup> 0.38	8	49.61	85.05	85.05	85.05

**DETERMINATION:** C-61-X-4-2018-1

**ISSUE DATE:** February 22, 2018

**EXPIRATION DATE OF DETERMINATION:** December 31, 2018\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within the State of California, except Del Norte, Imperial, Inyo, Kern, Kings, Los Angeles, Modoc, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Siskiyou, Tulare, and Ventura Counties. (For Del Norte, Modoc, and Siskiyou – see page 21. For Imperial, Inyo, Kern, Kings, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Tulare, and Ventura Counties – see page 2A-1.

CLASSIFICATION (Journeyman)	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday		Hours	Total Hourly Rate	Daily 1½X	Saturday 1½X	Sunday/ Holiday 1½X
## Pole Restoration Journeyman	\$29.67	5.75	<sup>a</sup> 0.60	0.80	8	37.71	52.99	<sup>c</sup> 52.99	52.99	
After 1 year	29.67	5.75	<sup>a</sup> 0.60	1.37	8	38.28	53.56	<sup>c</sup> 53.56	53.56	
After 3 years	29.67	5.75	<sup>a</sup> 0.60	1.94	8	38.85	54.13	<sup>c</sup> 54.13	54.13	
After 6 years	29.67	5.75	<sup>a</sup> 0.60	2.51	8	39.42	54.70	<sup>c</sup> 54.70	54.70	
## Senior Technician <sup>d</sup>	19.19	5.75	<sup>a</sup> 0.60	0.52	8	26.64	36.52	<sup>c</sup> 36.52	36.52	
After 1 year	19.19	5.75	<sup>a</sup> 0.60	0.89	8	27.01	36.89	<sup>c</sup> 36.89	36.89	
After 3 years	19.19	5.75	<sup>a</sup> 0.60	1.26	8	27.38	37.26	<sup>c</sup> 37.26	37.26	
After 6 years	19.19	5.75	<sup>a</sup> 0.60	1.63	8	27.75	37.63	<sup>c</sup> 37.63	37.63	
## Pole Treatment Journeyman	26.51	5.75	<sup>a</sup> 0.60	0.71	8	34.37	48.02	<sup>c</sup> 48.02	48.02	
After 1 year	26.51	5.75	<sup>a</sup> 0.60	1.22	8	34.88	48.53	<sup>c</sup> 48.53	48.53	
After 3 years	26.51	5.75	<sup>a</sup> 0.60	1.73	8	35.385	49.04	<sup>c</sup> 49.04	49.04	
After 6 years	26.51	5.75	<sup>a</sup> 0.60	2.24	8	35.90	49.55	<sup>c</sup> 49.55	49.55	
## Pole Restoration and Treatment <sup>d</sup>										
Technician (First 6 months)	14.86	5.75	<sup>a</sup> 0.60	0.40	8	22.06	29.71	<sup>c</sup> 29.71	29.71	
Technician (After 6 months)	15.21	5.75	<sup>a</sup> 0.60	0.41	8	22.43	30.26	<sup>c</sup> 30.26	30.26	

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

## Indicates a non-apprenticeable craft.

<sup>a</sup> In addition, an amount equal to 3% of the Basic Hourly Rate is added to the Total Hourly Rate and overtime hourly rates for the National Employees Benefit Board.

<sup>b</sup> This amount is factored at the applicable overtime rate.

<sup>c</sup> Saturdays may be scheduled as a make-up day at the regular straight time rate.

<sup>d</sup> The Ratio of Technicians to Journeymen may not exceed 4 to 1. However, if the Journeyman is assisted by a maximum of two Senior Technicians, three additional Technicians may be added per Senior Technician.

<sup>e</sup> Includes \$0.01 to LMCC; the remaining amount is factored at the applicable overtime rate.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: NC-23-102-1-2018-1

ISSUE DATE: February 22, 2018

EXPIRATION DATE OF DETERMINATION: June 24, 2018\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate <sup>e</sup>	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours <sup>f</sup>	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/Holiday 2X
<b>AREA 1<sup>c</sup></b>											
Construction Specialist	30.49	8.00	12.00	2.63	0.45	0.22	8	53.79	69.04	69.04	84.28
Group 1; Group 1(B) <sup>f</sup>	29.79	8.00	12.00	2.63	0.45	0.22	8	53.09	67.99	67.99	82.88
Group 1 (A)	30.01	8.00	12.00	2.63	0.45	0.22	8	53.31	68.32	68.32	83.32
Group 1 (C)	29.84	8.00	12.00	2.63	0.45	0.22	8	53.14	68.06	68.06	82.98
Group 1 (E)	30.34	8.00	12.00	2.63	0.45	0.22	8	53.64	68.81	68.81	83.98
Group 1 (G)	29.99	8.00	12.00	2.63	0.45	0.22	8	53.29	68.29	68.29	83.28
Group 2	29.64	8.00	12.00	2.63	0.45	0.22	8	52.94	67.76	67.76	82.58
Group 3; Group 3(A)	29.54	8.00	12.00	2.63	0.45	0.22	8	52.84	67.61	67.61	82.38
Group 4; Group 6(B)	23.23	8.00	12.00	2.63	0.45	0.22	8	46.53	58.15 <sup>d</sup>	58.15 <sup>d</sup>	69.76 <sup>d</sup>
Group 6	30.75	8.00	12.00	2.63	0.45	0.22	8	54.05	69.43	69.43	84.80
Group 6 (A)	30.25	8.00	12.00	2.63	0.45	0.22	8	53.55	68.68	68.68	83.80
Group 6 (C)	29.66	8.00	12.00	2.63	0.45	0.22	8	52.96	67.79	67.79	82.62
Group 6 (D)	30.37	8.00	12.00	2.63	0.45	0.22	8	53.67	68.86	68.86	84.04
Group 6 (E)	29.39	8.00	12.00	2.63	0.45	0.22	8	52.69	67.39	67.39	82.08
Group 7 – Stage 1 (1 <sup>st</sup> 6 months)	20.68	8.00	12.00	2.63	0.45	0.22	8	43.98	54.32	54.32	64.66
Stage 2 (2 <sup>nd</sup> 6 months)	23.63	8.00	12.00	2.63	0.45	0.22	8	46.93	58.75	58.75	70.56
Stage 3 (3 <sup>rd</sup> 6 months)	26.59	8.00	12.00	2.63	0.45	0.22	8	49.89	63.18	63.18	76.47
<b>AREA 2<sup>c</sup></b>											
Construction Specialist	29.49	8.00	12.00	2.63	0.45	0.22	8	52.79	67.54	67.54	82.28
Group 1; Group 1(B) <sup>f</sup>	28.79	8.00	12.00	2.63	0.45	0.22	8	52.09	66.49	66.49	80.88
Group 1 (A)	29.01	8.00	12.00	2.63	0.45	0.22	8	52.31	66.82	66.82	81.32
Group 1 (C)	28.84	8.00	12.00	2.63	0.45	0.22	8	52.14	66.56	66.56	80.98
Group 1 (E)	29.34	8.00	12.00	2.63	0.45	0.22	8	52.64	67.31	67.31	81.98
Group 2	28.64	8.00	12.00	2.63	0.45	0.22	8	51.94	66.26	66.26	80.58
Group 3; Group 3(A)	28.54	8.00	12.00	2.63	0.45	0.22	8	51.84	66.11	66.11	80.38
Group 4; Group 6(B)	22.23	8.00	12.00	2.63	0.45	0.22	8	45.53	56.65 <sup>d</sup>	56.65 <sup>d</sup>	67.76 <sup>d</sup>
Group 6	29.75	8.00	12.00	2.63	0.45	0.22	8	53.05	67.93	67.93	82.80
Group 6 (A)	29.25	8.00	12.00	2.63	0.45	0.22	8	52.55	67.18	67.18	81.80
Group 6 (C)	28.66	8.00	12.00	2.63	0.45	0.22	8	51.96	66.29	66.29	80.62
Group 6 (D)	29.37	8.00	12.00	2.63	0.45	0.22	8	52.67	67.36	67.36	82.04
Group 6 (E)	28.39	8.00	12.00	2.63	0.45	0.22	8	51.69	65.89	65.89	80.08
Group 7 – Stage 1 (1 <sup>st</sup> 6 months)	19.98	8.00	12.00	2.63	0.45	0.22	8	43.28	53.27	53.27	63.26
Stage 2 (2 <sup>nd</sup> 6 months)	22.83	8.00	12.00	2.63	0.45	0.22	8	46.13	57.55	57.55	68.96
Stage 3 (3 <sup>rd</sup> 6 months)	25.69	8.00	12.00	2.63	0.45	0.22	8	48.99	61.83	61.83	74.67

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP)

TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/DAS/DAS.HTML)

a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.50 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

c AREA 1 - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.

AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.

d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.

f WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 1/2) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.

g ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISION FOR MAP DESCRIPTION AND EXCEPTIONS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPREWAGEDETERMINATION.HTM](http://www.dir.ca.gov/OPRL/DPREWAGEDETERMINATION.HTM). HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPREWAGEDETERMINATION.HTM](http://www.dir.ca.gov/OPRL/DPREWAGEDETERMINATION.HTM). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

**CONSTRUCTION SPECIALIST**

ASPHALT IRONERS AND RAKERS  
CHAINSAW  
CONCRETE DIAMOND CHAINSAW  
LASER BEAM IN CONNECTION WITH LABORER'S WORK  
MASONRY AND PLASTER TENDER  
MECHANICAL PIPE LAYER-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER  
CAST IN PLACE MANHOLE FORM SETTERS  
PRESSURE PIPELAYERS  
DAVIS TRENCHER - 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS)  
STATE LICENSED BLASTERS AS DESIGNATED  
DIAMOND DRILLERS  
DIAMOND CORE DRILLER  
MULTIPLE UNIT DRILLS  
HIGH SCALERS (INCLUDING DRILLING OF SAME)  
HYDRAULIC DRILLS  
CERTIFIED WELDER

**GROUP 1 (FOR CONTRA COSTA COUNTY ONLY, USE GROUP 1 (G) FOR SOME OF THE FOLLOWING CLASSIFICATIONS)**

ASPHALT SPREADER BOXES (ALL TYPES)  
BARKO, WACKER AND SIMILAR TYPE TAMPERS  
BUGGYMOBILE  
CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYERS  
CERTIFIED ASBESTOS AND MOLD REMOVAL WORKER  
CERTIFIED HAZARDOUS WASTE WORKER (INCLUDING LEAD ABATEMENT)  
COMPACTORS OF ALL TYPES  
CONCRETE AND MAGNESITE MIXER AND 1/2 YARD  
CONCRETE PAN WORK  
CONCRETE SANDERS, CONCRETE SAW  
CRIBBERS AND/OR SHORING  
CUT GRANITE CURB SETTER  
DRI PAK-IT MACHINE  
FALLER, LOGLOADER AND BUCKER  
FORM RAISERS, SLIP FORMS  
GREEN CUTTERS  
HEADERBOARD MEN, HUBSETTERS, ALIGNERS BY ANY METHOD  
HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER, 100 LBS. PRESSURE/OVER)  
HYDRO SEEDER AND SIMILAR TYPE  
JACKHAMMER OPERATORS  
JACKING OF PIPE OVER 12 INCHES  
JACKSON AND SIMILAR TYPE COMPACTORS  
KETTLEMEN, POTMEN, AND MEN APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING DIPPING, OR HANDLING OF SUCH MATERIALS)  
LAGGING, SHEETING, WHALING, BRACING, TRENCH-JACKING, LAGGING HAMMER  
MAGNESITE, EPOXY RESIN, FIBER GLASS AND MASTIC WORKERS (WET/DRY)  
NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS  
PAVEMENT BREAKERS AND SPADERS, INCLUDING TOOL GRINDER  
PERMA CURBS  
PRECAST-MANHOLE SETTERS  
PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING)  
PRESSURE PIPE TESTER  
POST HOLE DIGGERS-AIR, GAS, AND ELECTRIC POWER BROOM SWEEPERS  
POWER TAMPERS OF ALL TYPES, EXCEPT AS SHOWN IN GROUP 2  
RAM SET GUN AND STUD GUN  
RIPRAP-STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF SACKED CONCRETE AND/OR SAND (WET OR DRY) AND GABIONS AND SIMILAR TYPE  
ROTARY SCARIFIER OR MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER  
ROTO AND DITCH WITCH  
ROTOTILLER  
SAND BLASTERS, POTMEN, GUNMEN, AND NOZZLEMEN  
SIGNALING AND RIGGING  
SKILLED WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS, DOORS, PLUMBING AND ELECTRIC FIXTURES)  
TANK CLEANERS  
TREE CLIMBERS  
TRENCHLESS TECHNOLOGY LABORER- PIPE INSTALLATION, BURSTING, RELINING, OR SIMILAR  
TRENCHLESS LABORER'S WORK, CAMERA CONTROLLER  
TURBO BLASTER  
VIBRA-SCREED-BULL FLOAT IN CONNECTION WITH LABORER'S WORK  
VIBRATORS

**GROUP 1 (A)**

ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER & EXPLOSIVES OF WHATEVER TYPE, REGARDLESS OF METHOD USED FOR LOADING AND PLACING  
JOY DRILL MODEL TWM-2A  
GARDENER-DENVER MODEL DH 143 AND SIMILAR TYPE DRILLS  
TRACK DRILLERS  
JACK LEG DRILLERS  
WAGON DRILLERS  
MECHANICAL DRILLERS-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER  
BLASTERS AND POWDERMAN  
TREE TOPPER  
BIT GRINDER

**GROUP 1 (B) - SEE GROUP 1 RATES**

SEWER CLEANERS (ANY WORKMEN WHO HANDLE OR COME IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS) SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHALL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

**GROUP 1 (C)**

BURNING AND WELDING IN CONNECTION WITH LABORER'S WORK  
SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING

**GROUP 1 (D)**

SEE FOOTNOTE A ON PAGE 49

**GROUP 1 (E)**

WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS (DEEP FOOTINGS IS A HOLE 15 FEET OR MORE IN DEPTH) SHAFT IS AN EXCAVATION OVER FIFTEEN (15) FEET DEEP OF ANY TYPE

**GROUP 1 (G) APPLIES ONLY TO WORK IN CONTRA COSTA COUNTY**

PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING), CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYER, PRESSURE PIPE TESTER, NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS, PRECAST MANHOLE SETTERS, CAST IN PLACE MANHOLE FORM SETTERS IN CONTRA COSTA COUNTY ONLY

**GROUP 1 (H)**

SEE FOOTNOTE A ON PAGE 49

**GROUP 2**

ASPHALT SHOVELERS  
CEMENT DUMPERS AND HANDLING DRY CEMENT OR GYPSUM  
CHOKE-SETTER AND RIGGER (CLEARING WORK)  
CONCRETE BUCKET DUMPER AND CHUTEMAN  
CONCRETE CHIPPING AND GRINDING  
CONCRETE LABORERS (WET OR DRY)  
DRILLERS HELPER, CHUCK TENDER, NIPPER (ONE CHUCKTENDER ON SINGLE MACHINE OPERATION WITH MINIMUM OF ONE CHUCKTENDER FOR EACH TWO MACHINES ON MULTIPLE MACHINE OPERATION. JACKHAMMERS IN NO WAY INVOLVED IN THIS ITEM.)  
GUINEA CHASER (STAKEMAN), GROUT CREW  
HIGH PRESSURE NOZZLEMAN, ADDUCTORS  
HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE)  
LOADING AND UNLOADING, CARRYING AND HANDLING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION  
PITTSBURGH CHIPPER, AND SIMILAR TYPE BRUSH SHREDDERS  
SEMI-SKILLED WRECKER (SALVAGING OF OTHER BUILDING MATERIALS) - SEE ALSO SKILLED WRECKER (GROUP 1)  
SLOPER  
SINGLEFOOT, HAND HELD, PNEUMATIC TAMPER  
ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1 (F)  
JACKING OF PIPE-UNDER 12 INCHES

**GROUP 3**

CONSTRUCTION LABORERS INCLUDING BRIDGE LABORERS, GENERAL LABORERS AND CLEANUP LABORERS  
DEMOLITION WORKER  
DUMPMAN, LOAD SPOTTER  
FLAGPERSON/PEDESTRIAN MONITOR  
FIRE WATCHER  
FENCE ERECTORS, INCLUDING TEMPORARY FENCING  
GUARDRAIL ERECTORS  
GARDENER, HORTICULTURAL AND LANDSCAPE LABORERS (SEE GROUP 4, FOR LANDSCAPE MAINTENANCE ON NEW CONSTRUCTION DURING PLANT ESTABLISHMENT PERIOD)  
JETTING  
LIMBERS, BRUSH LOADERS, AND PILERS  
PAVEMENT MARKERS (BUTTON SETTERS)  
PAVERS/INTERLOCKING PAVERS (ALL TYPES) AND INTERLOCKING PAVER MACHINES  
MAINTENANCE, REPAIR TRACKMEN AND ROAD BEDS  
STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS  
TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR  
TOOL ROOM ATTENDANT (JOBSITE ONLY)  
WHEELBARROW, INCLUDING POWER DRIVEN

**GROUP 3 (A) - SEE GROUP 3 RATES**

COMPOSITE CREW PERSON (OPERATION OF VEHICLES, WHEN IN CONJUNCTION WITH LABORER'S DUTIES)

**GROUP 4**

ALL FINAL CLEANUP OF DEBRIS, GROUNDS AND BUILDINGS NEAR THE COMPLETION OF THE PROJECT INCLUDING BUT NOT LIMITED TO STREET CLEANERS (NOT APPLICABLE TO ENGINEERING OR HEAVY HIGHWAY PROJECTS)  
CLEANING AND WASHING WINDOWS (NEW CONSTRUCTION ONLY), SERVICE LANDSCAPE LABORERS (SUCH AS GARDENER, HORTICULTURE, MOWING, TRIMMING, REPLANTING, WATERING DURING PLANT ESTABLISHMENT PERIOD) ON NEW CONSTRUCTION  
BRICK CLEANERS (JOB SITE ONLY)  
MATERIAL CLEANERS (JOB SITE ONLY)

**NOTE:** AN ADDITIONAL DETERMINATION FOR LANDSCAPE MAINTENANCE WORK AFTER THE PLANT ESTABLISHMENT PERIOD OR WARRANTY PERIOD IS PUBLISHED ON PAGE 57 OF THESE GENERAL DETERMINATIONS.

**GROUP 6**

STRUCTURAL NOZZLEMAN

**GROUP 6 (A)**

NOZZLEMAN (INCLUDING GUNMAN, POTMAN)  
RODMAN  
GROUNDMAN

**GROUP 6 (B) - SEE GROUP 4 RATES**

GUNITE TRAINEE (ONE GUNITE LABORER SHALL BE ALLOWED FOR EACH THREE (3) JOURNEYMAN (GROUP 6, 6A, 6C, OR GENERAL LABORER) ON A CREW. IN THE ABSENCE OF THE JOURNEYMAN, THE GUNITE TRAINEE RECEIVES THE JOURNEYMAN SCALE.)  
**NOTE:** THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

**GROUP 6 (C)**

REBOUNDMAN

**GROUP 6 (D)**

ALIGNER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

**GROUP 6 (E)**

ALIGNER HELPER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

**GROUP 7**

ENTRY LEVEL LANDSCAPE LABORER (RATIO FOR ENTRY LEVEL IS ONE IN THREE. AT LEAST ONE SECOND PERIOD ENTRY LEVEL AND AT LEAST ONE THIRD PERIOD ENTRY LEVEL MUST BE EMPLOYED BEFORE EMPLOYING ANOTHER FIRST PERIOD TRAINEE).  
**NOTE:** THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)**

**DETERMINATION:** NC-23-102-1-2018-1A

**ISSUE DATE:** February 22, 2018

**EXPIRATION DATE OF DETERMINATION:** June 24, 2018\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director-Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate <sup>f</sup>	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/Holiday 2X
<b>AREA 1<sup>c</sup></b>											
Construction Specialist	33.49	8.00	12.00	2.63	0.45	0.22	8	56.79	73.54	73.54	90.28
Group 1; Group 1(B) <sup>e</sup>	32.79	8.00	12.00	2.63	0.45	0.22	8	56.09	72.49	72.49	88.88
Group 1 (A)	33.01	8.00	12.00	2.63	0.45	0.22	8	56.31	72.82	72.82	89.32
Group 1 (C)	32.84	8.00	12.00	2.63	0.45	0.22	8	56.14	72.56	72.56	88.98
Group 1 (E)	33.34	8.00	12.00	2.63	0.45	0.22	8	56.64	73.31	73.31	89.98
Group 1 (G)	32.99	8.00	12.00	2.63	0.45	0.22	8	56.29	72.79	72.79	89.28
Group 2	32.64	8.00	12.00	2.63	0.45	0.22	8	55.94	72.26	72.26	88.58
Group 3; Group 3(A)	32.54	8.00	12.00	2.63	0.45	0.22	8	55.84	72.11	72.11	88.38
Group 4; Group 6(B)	26.23	8.00	12.00	2.63	0.45	0.22	8	49.53	62.65 <sup>d</sup>	62.65 <sup>d</sup>	75.76 <sup>d</sup>
Group 6	33.75	8.00	12.00	2.63	0.45	0.22	8	57.05	73.93	73.93	90.80
Group 6 (A)	33.25	8.00	12.00	2.63	0.45	0.22	8	56.55	73.18	73.18	89.80
Group 6 (C)	32.66	8.00	12.00	2.63	0.45	0.22	8	55.96	72.29	72.29	88.62
Group 6 (D)	33.37	8.00	12.00	2.63	0.45	0.22	8	56.67	73.36	73.36	90.04
Group 6 (E)	32.39	8.00	12.00	2.63	0.45	0.22	8	55.69	71.89	71.89	88.08
Group 7 – Stage 1 (1 <sup>st</sup> 6 months)	23.68	8.00	12.00	2.63	0.45	0.22	8	46.98	58.82	58.82	70.66
Stage 2 (2 <sup>nd</sup> 6 months)	26.63	8.00	12.00	2.63	0.45	0.22	8	49.93	63.25	63.25	76.56
Stage 3 (3 <sup>rd</sup> 6 months)	29.59	8.00	12.00	2.63	0.45	0.22	8	52.89	67.68	67.68	82.47
<b>AREA 2<sup>c</sup></b>											
Construction Specialist	32.49	8.00	12.00	2.63	0.45	0.22	8	55.79	72.04	72.04	88.28
Group 1; Group 1(B) <sup>e</sup>	31.79	8.00	12.00	2.63	0.45	0.22	8	55.09	70.99	70.99	86.88
Group 1 (A)	32.01	8.00	12.00	2.63	0.45	0.22	8	55.31	71.32	71.32	87.32
Group 1 (C)	31.84	8.00	12.00	2.63	0.45	0.22	8	55.14	71.06	71.06	86.98
Group 1 (E)	32.34	8.00	12.00	2.63	0.45	0.22	8	55.64	71.81	71.81	87.98
Group 2	31.64	8.00	12.00	2.63	0.45	0.22	8	54.94	70.76	70.76	86.58
Group 3; Group 3(A)	31.54	8.00	12.00	2.63	0.45	0.22	8	54.84	70.61	70.61	86.38
Group 4; Group 6(B)	25.23	8.00	12.00	2.63	0.45	0.22	8	48.53	61.15 <sup>d</sup>	61.15 <sup>d</sup>	73.76 <sup>d</sup>
Group 6	32.75	8.00	12.00	2.63	0.45	0.22	8	56.05	72.43	72.43	88.80
Group 6 (A)	32.25	8.00	12.00	2.63	0.45	0.22	8	55.55	71.68	71.68	87.80
Group 6 (C)	31.66	8.00	12.00	2.63	0.45	0.22	8	54.96	70.79	70.79	86.62
Group 6 (D)	32.37	8.00	12.00	2.63	0.45	0.22	8	55.67	71.86	71.86	88.04
Group 6 (E)	31.39	8.00	12.00	2.63	0.45	0.22	8	54.69	70.39	70.39	86.08
Group 7 – Stage 1 (1 <sup>st</sup> 6 months)	22.98	8.00	12.00	2.63	0.45	0.22	8	46.28	57.77	57.77	69.26
Stage 2 (2 <sup>nd</sup> 6 months)	25.83	8.00	12.00	2.63	0.45	0.22	8	49.13	62.05	62.05	74.96
Stage 3 (3 <sup>rd</sup> 6 months)	28.69	8.00	12.00	2.63	0.45	0.22	8	51.99	66.34	66.34	80.68

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT

[HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP) TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/DAS/DAS.HTML).

a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.50 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

c AREA 1 - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.

AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.

d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.

f ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISIONS FOR MAP DESCRIPTION AND EXCEPTIONS.

**RECOGNIZED HOLIDAYS:** HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPREWAGEDETERMINATION.HTM](http://www.dir.ca.gov/OPRL/DPREWAGEDETERMINATION.HTM). HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPREWAGEDETERMINATION.HTM](http://www.dir.ca.gov/OPRL/DPREWAGEDETERMINATION.HTM). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.



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

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: # OPERATING ENGINEER (BUILDING CONSTRUCTION)**

**DETERMINATION:** NC-23-63-1-2017-1A

**ISSUE DATE:** August 22, 2017

**EXPIRATION DATE OF DETERMINATION:** June 24, 2018\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification (Journey person)	Employer Payments							Straight-Time		Overtime Hourly Rate				
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training	Other Payments	Hours <sup>f</sup>	Total Hourly Rate	Daily/ Saturday <sup>g</sup> 1 1/2X	Sunday and Holiday 2X				
	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>						Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	
Classification Group <sup>a</sup>														
Group 1	\$43.25	\$45.25	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$74.03	\$76.03	\$95.66	\$98.66	\$117.28	\$121.28
Group 2	\$41.80	\$43.80	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$72.58	\$74.58	\$93.48	\$96.48	\$114.38	\$118.38
Group 3	\$40.40	\$42.40	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$71.18	\$73.18	\$91.38	\$94.38	\$111.58	\$115.58
Group 4	\$39.07	\$41.07	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$69.85	\$71.85	\$89.39	\$92.39	\$108.92	\$112.92
Group 5	\$37.86	\$39.86	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$68.64	\$70.64	\$87.57	\$90.57	\$106.50	\$110.50
Group 6	\$36.59	\$38.59	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$67.37	\$69.37	\$86.67	\$89.67	\$103.96	\$107.96
Group 7	\$35.50	\$37.50	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$66.28	\$68.28	\$84.03	\$87.03	\$101.78	\$105.78
Group 8	\$34.42	\$36.42	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$65.20	\$67.20	\$82.41	\$85.41	\$99.62	\$103.62
Group 8-A	\$32.30	\$34.30	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$63.08	\$65.08	\$79.23	\$82.23	\$95.38	\$99.38
<b>ALL CRANES AND ATTACHMENTS:</b>														
Group 1	\$44.85	\$46.85	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$75.63	\$77.63	\$98.06	\$101.06	\$120.48	\$124.48
Truck Crane Assistant to Engineer	\$38.19	\$40.19	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$68.97	\$70.97	\$88.07	\$91.07	\$107.16	\$111.16
Assistant to Engineer	\$36.02	\$38.02	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$66.80	\$68.80	\$84.81	\$87.81	\$102.82	\$106.82
Group 1-A	\$44.10	\$46.10	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$74.88	\$76.88	\$96.93	\$99.93	\$118.98	\$122.98
Truck Crane Assistant to Engineer	\$37.44	\$39.44	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$68.22	\$70.22	\$86.94	\$89.94	\$105.66	\$109.66
Assistant to Engineer	\$35.27	\$37.27	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$66.05	\$68.05	\$83.69	\$86.69	\$101.32	\$105.32
Group 2-A	\$42.41	\$44.41	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$73.19	\$75.19	\$94.40	\$97.40	\$115.60	\$119.60
Truck Crane Assistant to Engineer	\$37.20	\$39.20	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$67.98	\$69.98	\$86.58	\$89.58	\$105.18	\$109.18
Assistant to Engineer	\$35.05	\$37.05	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$65.83	\$67.83	\$83.36	\$86.36	\$100.88	\$104.88
Group 3-A	\$40.77	\$42.77	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$71.55	\$73.55	\$91.94	\$94.94	\$112.32	\$116.32
Truck Crane Assistant to Engineer	\$36.96	\$38.96	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$67.74	\$69.74	\$86.22	\$89.22	\$104.70	\$108.70
Hydraulic	\$36.59	\$38.59	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$67.37	\$69.37	\$85.67	\$88.67	\$103.96	\$107.96
Assistant to Engineer	\$34.80	\$36.80	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$65.58	\$67.58	\$82.98	\$85.98	\$100.38	\$104.38
Group 4-A	\$37.86	\$39.86	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$68.64	\$70.64	\$87.57	\$90.57	\$106.50	\$110.50

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> For classifications within each group, see pages 39B-40.

<sup>b</sup> AREA 1 - Butte, Kings, Merced, Napa, Sacramento, San Benito, San Joaquin, Santa Cruz, Stanislaus, Sutter, Yolo, and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tuolumne and Trinity counties.

<sup>c</sup> AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

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

<sup>e</sup> Includes an amount for supplemental dues.

<sup>f</sup> When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

**NOTE:** For Special Single and Second Shift rates, please see page 40C.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # OPERATING ENGINEER (BUILDING CONSTRUCTION)  
(SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2017-1A

ISSUE DATE: August 22, 2017

EXPIRATION DATE OF DETERMINATION: June 24, 2018\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate					
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>e</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily/ Saturday <sup>d</sup> 1 1/2X	Sunday and Holiday 2X				
Classification Group <sup>a</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>						Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	
Group 1	\$47.40	\$49.40	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$78.18	\$80.18	\$101.88	\$104.88	\$125.58	\$129.58
Group 2	\$45.76	\$47.76	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$76.54	\$78.54	\$99.42	\$102.42	\$122.30	\$126.30
Group 3	\$44.20	\$46.20	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$74.98	\$76.98	\$97.08	\$100.08	\$119.18	\$123.18
Group 4	\$42.68	\$44.68	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$73.46	\$75.46	\$94.80	\$97.80	\$116.14	\$120.14
Group 5	\$41.33	\$43.33	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$72.11	\$74.11	\$92.78	\$95.78	\$113.44	\$117.44
Group 6	\$39.89	\$41.89	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$70.67	\$72.67	\$90.62	\$93.62	\$110.56	\$114.56
Group 7	\$38.68	\$40.68	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$69.46	\$71.46	\$88.80	\$91.80	\$108.14	\$112.14
Group 8	\$37.47	\$39.47	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$68.25	\$70.25	\$86.99	\$89.99	\$105.72	\$109.72
Group 8-A	\$35.08	\$37.08	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$65.86	\$67.86	\$83.40	\$86.40	\$100.94	\$104.94

ALL CRANES AND ATTACHMENTS:

Group 1	\$49.11	\$51.11	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$79.89	\$81.89	\$104.45	\$107.45	\$129.00	\$133.00
Truck Crane Assistant to Engineer	\$41.62	\$43.62	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$72.40	\$74.40	\$93.21	\$96.21	\$114.02	\$118.02
Assistant to Engineer	\$39.16	\$41.16	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$69.94	\$71.94	\$89.52	\$92.52	\$109.10	\$113.10
Group 1-A	\$48.36	\$50.36	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$79.14	\$81.14	\$103.32	\$106.32	\$127.50	\$131.50
Truck Crane Assistant to Engineer	\$40.87	\$42.87	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$71.65	\$73.65	\$92.09	\$95.09	\$112.52	\$116.52
Assistant to Engineer	\$38.41	\$40.41	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$69.19	\$71.19	\$88.40	\$91.40	\$107.60	\$111.60
Group 2-A	\$46.45	\$48.45	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$77.23	\$79.23	\$100.46	\$103.46	\$123.68	\$127.68
Truck Crane Assistant to Engineer	\$40.60	\$42.60	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$71.38	\$73.38	\$91.68	\$94.68	\$111.98	\$115.98
Assistant to Engineer	\$38.17	\$40.17	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$68.95	\$70.95	\$88.04	\$91.04	\$107.12	\$111.12
Group 3-A	\$44.59	\$46.59	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$75.37	\$77.37	\$97.67	\$100.67	\$119.96	\$123.96
Truck Crane Assistant to Engineer	\$40.33	\$42.33	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$71.11	\$73.11	\$91.28	\$94.28	\$111.44	\$115.44
Hydraulic	\$39.89	\$41.89	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$70.67	\$72.67	\$90.62	\$93.62	\$110.56	\$114.56
Assistant to Engineer	\$37.89	\$39.89	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$68.67	\$70.67	\$87.62	\$90.62	\$106.56	\$110.56
Group 4-A	\$41.33	\$43.33	\$13.78	\$10.78	\$4.51	\$0.92	\$0.79	8	\$72.11	\$74.11	\$92.78	\$95.78	\$113.44	\$117.44

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> For classifications within each group, see pages 39B-40.

<sup>b</sup> AREA 1 - Butte, Kings, Merced, Napa, Sacramento, San Benito, San Joaquin, Santa Cruz, Stanislaus, Sutter, Yolo, and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

<sup>c</sup> AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

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

<sup>e</sup> Includes an amount for supplemental dues.

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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SUTTER COUNTY  
 DETERMINATION: SUT-2018-1

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS							STRAIGHT-TIME				OVERTIME HOURLY RATE		
			BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY			
# BRICKLAYER, BLOCKLAYER, BRICKLAYER, BLOCKLAYER, STONEMASON, POINTER, CLEANER, CAULKER, WATERPROOFER	8/22/2017	04/30/2018**	A 37.140	9.850	9.200	B 2.500	0.800	C 1.240	D 8.0	60.730	E 80.550	E 80.550	E 80.550	100.370		
# BRICK TENDER	8/22/2017	06/30/2018*	A 41.040	9.850	10.000	F -	1.430	0.430	D 8.0	62.750	83.270	G 83.270	G 83.270	103.790		
# CARPET, LINOLEUM,	8/22/2017	06/30/2018**	H 33.270	8.000	10.680	F -	0.450	0.300	D 8.0	52.700	E 69.330	E 69.330	E 69.330	85.970		
# RESILIENT TILE LAYER	2/22/2018	07/31/2018*	A 34.760	10.150	10.760	I -	0.600	0.110	8.0	56.380	J 73.760	J 73.760	K 91.140			
# ELECTRICIAN:																
# COMM & SYSTEM INSTALLER	2/22/2018	01/31/2019**	29.350	10.300	L 3.950	-	1.100	M 0.110	8.0	45.840	61.030	61.030	76.220			
# COMM & SYSTEM TECH.	2/22/2018	01/31/2019**	33.750	10.300	L 3.950	-	1.100	M 0.110	8.0	50.390	67.860	67.860	85.320			
# INSIDE WIREMAN	2/22/2018	07/31/2018**	40.060	11.630	L 5.500	F -	1.240	N 8.220	8.0	68.490	89.440	89.440	110.390			
# CABLE SPICER	2/22/2018	07/31/2018**	44.070	11.630	L 5.500	F -	1.240	N 8.220	8.0	72.690	95.740	95.740	118.790			
# FIELD SURVEYOR:																
# CHIEF OF PARTY	2/22/2018	02/28/2019**	42.190	13.880	P 11.510	Q 4.270	1.020	0.210	8.0	73.080	R 94.170	R 94.170	115.270			
# INSTRUMENTMAN	2/22/2018	02/28/2019**	39.100	13.880	P 11.510	Q 4.270	1.020	0.210	8.0	69.990	R 89.540	S 89.540	109.090			
# CHAINMAN/ROODMAN	2/22/2018	02/28/2019**	36.220	13.880	P 11.510	Q 4.270	1.020	0.210	8.0	67.110	R 85.220	S 85.220	103.330			
# GLAZIER	2/22/2018	06/30/2018*	A 34.520	10.150	T 17.560	-	0.590	U 0.380	8.0	63.200	V 80.460	V 80.460	97.720			
# MARBLE FINISHER	2/22/2018	07/31/2018**	X 32.600	9.850	4.530	I -	0.450	0.710	8.0	48.140	Y 64.440	Y 64.440	80.740			
# MARBLE MASON	2/22/2018	07/31/2018**	X 44.600	9.850	15.450	I -	0.800	0.960	8.0	71.660	Y 93.960	Y 93.960	116.260			
# PAINTER:																
# BRUSH, SPRAY, PAPERHANGER, SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2018	12/31/2018**	Z 32.860	10.150	8.680	I -	0.430	0.360	D 8.0	52.480	68.910	AA 68.910	85.340			
# EXOTIC MATERIALS	2/22/2018	12/31/2018**	Z 33.360	10.150	8.680	I -	0.430	0.360	D 8.0	52.980	69.660	AA 69.660	86.340			
# TAPER	2/22/2018	12/31/2018**	Z 33.860	10.150	8.680	I -	0.430	0.360	D 8.0	53.480	70.410	AA 70.410	87.340			
# TAPER CLEAN-UP	2/22/2018	06/30/2018*	AB 40.980	10.150	14.630	I -	0.560	0.520	8.0	66.840	87.330	D 87.330	AA 107.820			
# PLASTERER	2/22/2018	06/30/2018**	AD 16.360	10.150	-	-	-	-	8.0	26.510	34.690	D 34.690	AA 42.870			
# PLASTER TENDER	2/22/2018	06/30/2018**	AE 32.920	13.280	11.780	3.500	1.150	1.200	8.0	63.830	79.340	AF 79.340	94.850			
# PLUMBER:	8/22/2017	06/30/2018**	31.020	8.000	11.350	2.630	0.450	1.030	AG 8.0	54.480	J 69.990	J 69.990	85.500			
# PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC)	2/22/2018	06/30/2018**	39.000	12.280	15.810	F -	2.550	3.420	8.0	73.060	E 92.560	E 92.560	112.060			
# UNDERGROUND UTILITY PIPEFITTER	8/22/2017	06/30/2018**	26.850	9.600	AH 3.000	2.000	0.450	0.600	8.0	42.500	55.930	D 55.930	69.350			
# LANDSCAPE PIPEFITTER	8/22/2017	06/30/2018**	26.850	9.600	AH 3.000	2.000	0.450	0.600	8.0	42.500	55.930	D 55.930	69.350			
# UNDERGROUND UTILITY ASSISTANT	8/22/2017	06/30/2018**	15.850	9.600	AH 3.000	2.000	0.450	0.600	8.0	31.500	39.430	D 39.430	47.350			
# JOURNEYMAN	8/22/2017	06/30/2018**	15.850	9.600	AH 3.000	2.000	0.450	0.600	8.0	31.500	39.430	D 39.430	47.350			
# LANDSCAPE ASSISTANT	8/22/2017	06/30/2018**	12.650	9.600	AH 3.000	2.000	0.450	0.600	8.0	28.300	34.630	D 34.630	40.950			
# UNDERGROUND UTILITY TRADESMAN	8/22/2017	06/30/2018**	12.650	9.600	AH -	2.000	0.450	0.600	8.0	25.300	31.630	D 31.630	37.950			
# LANDSCAPE TRADESMAN I	8/22/2017	06/30/2018**	12.650	9.600	AH 3.000	2.000	0.450	0.600	8.0	28.300	34.630	D 34.630	40.950			
# LANDSCAPE TRADESMAN II	8/22/2017	06/30/2018**	12.650	9.600	AH 3.000	2.000	0.450	0.600	8.0	28.300	34.630	D 34.630	40.950			
# FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	2/22/2017	03/31/2018**	39.070	9.670	AL 11.550	-	0.470	0.250	8.0	61.010	80.540	80.540	100.080			
# ROOFER	8/22/1998	03/03/1999*	& 16.300	1.840	1.200	0.500	0.300	-	8.0	20.140	28.290	D 28.290	36.440			

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SUTTER COUNTY  
 DETERMINATION: SUT-2018-1

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS						STRAIGHT-TIME			OVERTIME HOURLY RATE		
			BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY	
BITUMASTIC, ENAMELER, COAL TAR, PITCH AND MASTIC WORKER	8/22/1998	03/03/1999*	& 18.300	1.840	1.200	0.500	0.300	-	8.0	22.140	31.290	D	31.290	40.440
# SHEET METAL WORKER	8/22/2017	06/30/2018**	A 41.800	12.900	AM 22.220	F -	1.090	0.760	8.0	78.770	E 101.140	E	101.140	123.520
# METAL DECK & SIDING	2/22/2018	06/30/2018*	H 37.530	14.180	AN 19.600	F -	AC 0.320	-	8.0	71.630	AP 91.390	AP	91.390	111.160
# AQ TERRAZZO FINISHER	8/22/2017	06/30/2018**	AR 35.140	9.850	5.700	F -	0.800	0.850	8.0	52.340	AP 67.730	AP	67.730	83.120
# AQ TERRAZZO WORKER	8/22/2017	06/30/2018**	AR 44.110	9.850	15.000	F -	0.800	1.040	8.0	70.800	AP 90.000	AP	90.000	109.200
# TILE FINISHER	8/22/2016	06/30/2017*	22.900 AS	6.650	0.750	A 0.600	0.350	0.100	8.0	31.350	36.150		36.150	47.600
# TILE SETTER	8/22/2016	06/30/2017*	37.250 AS	8.550	AT 8.350	A 1.200	0.350	0.200	8.0	55.900	59.530		59.530	78.150
WATER WELL DRILLER	8/22/2014	09/30/2014*	12.350	2.150	1.000	0.480	-	-	8.0	15.980	AU 22.160	AU	22.160	AU 22.160
PUMP INSTALLER	8/22/2014	09/30/2014*	12.350	2.150	1.000	0.480	-	-	8.0	15.980	AU 22.160	AU	22.160	AU 22.160
HELPER	2/22/2018	03/31/2018*	11.000	2.150	1.000	0.430	-	-	8.0	14.580	AU 20.080	AU	20.080	AU 20.080

FOOTNOTES

## Summary of Work

### General

PROJECT DESCRIPTION – Provide all labor, fittings, fabrication, equipment, appurtenances, transportation and services required necessary for and incidental to the completion of work indicated by the Contract Documents entitled:

**Project Name: Repairs and Improvements to Electrical Distribution System**

CONTRACT – Single Contract: All work under this Contract will be executed under one prime contract between Owner and Contractor.

EXAMINATION OF SITE – Failure to visit site will not relieve Contractor from necessity of furnishing materials or performing work that may be required to complete work in accordance with Drawings and Specifications without additional cost to Owner. Contractor is responsible for “field verifying” all measurements, Owner is not responsible for variation between drawings and work site.

CONTRACTOR’S USE OF PREMISES – The contractor shall use his best efforts to avoid disrupting the tenants and adjacent Property Owners. Contractor shall limit his use of the premises for work and for storage. Coordinate use of premises under direction of the Owner. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site. Move any stored products, under Contractor’s control, which interfere with operations of the Owner or separate contractor.

LICENSE, FEES, AND PERMITS – Contractor shall arrange for all required inspections and pay for all license and inspection fees, as needed.

### Execution

PROJECT DESCRIPTION: Repairs and Improvements to the Electrical Distribution System from the point of termination of the power provider (PG&E) thru-out the Richland Migrant Housing Center as described in the project plans.

**END OF SECTION**

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## **Project Coordination**

At Substantial Completion, Contractor to comply with all requirements as specified in Specification Section 01700.

**END OF SECTION**

Contractor responsible for monitoring periodic cleaning as follows:

- Project site shall be clean every night before construction crew leaves for the day.

Contractor responsible for arrangement for delivery and storage of Owner-furnished products.

- Inspect for condition at delivery.

Changes and Substitutions – Contractor responsible for the following:

- Recommend necessary and desirable changes to Owner.
- Review requests for changes and substitutions; submit recommendations to Owner.

Contractor to provide cost control for Project:

- Unit costs
- Actual costs for labor and materials.
- Other basis requiring accounting records.

Contractor responsible for maintaining Reports and Records at Job Site, available to Owner.

- Weekly log of progress of Work.
- Records:
- Contracts.
- Purchase Orders.
- Materials and equipment records
- Applicable handbooks, codes and standards.

Obtain information and maintain file of record documents.

Assemble documentation for handling of claims and disputes.

#### **CONTRACTOR CLOSE-OUT DUTIES**

Contractor responsible for conducting and inspection at completion of Work to assure that :

- Specified cleaning has been accomplished.
- Temporary facilities have been removed from site.

**CONTRACTOR'S DUTIES**

Contractor responsible for field verification of Field Conditions as follows:

- Verify actual field conditions as related to drawing dimensions.
- Report discrepancies which will prevent proper performance of work, to the Owner in writing.

Contractor responsible for Construction Schedules as specified in Spec. Section 01300.

Contractor responsible for processing Shop Drawings, Product Data and Samples as specified in Spec. Section 01300.

Contractor responsible for preparing Coordination Drawings as required to resolve conflicts and to assure coordination of the work.

- Submit to Owner
- Reproduce and distribute copies to concerned parties after Owner review.

Contractor responsible for Inspection and Testing:

- Inspect work to assure performance in accord with requirements of Contract Documents.
- Administer special testing and inspections of suspect Work.
- Reject Work which does not comply with requirements of Contract Documents.
- Coordinate Testing Laboratory Services:
- Verify that required laboratory personnel are present.
- Verify that tests are made in accordance with specified standards.
- Review test reports for compliance with specified criteria.
- Recommend and administer any required retesting.

Contractor responsible for monitoring the use of temporary utilities as follows:

- Verify that adequate services are provided and maintained.
- Coordinate use of Owners facilities.

**PROJECT COORDINATION**

The requirements of the General Conditions, apply to the work of this section.

**PART 1 – GENERAL**

Contractor shall: Coordinate work of his own employees and subcontractors, expedite his work to assure compliance with schedule.

**CONSTRUCTION ORGANIZATION AND START-UP**

Contractor shall establish on-site lines of authority and communications regarding the following:

Schedule and conduct preconstruction meeting and progress meetings.

Establish procedures for project communications.

- Use "Request For Information" (RFI) form for all correspondence with Owner; use form at end of section.
- Submittals.
- Recommendations.
- Schedules.
- Resolution of conflicts.

Interpret Contract Documents

- Consult with Owner to obtain interpretation.
- Assist in resolution of questions or conflicts which may arise.
- Transmit written interpretations.

Control the use of Site:

- Supervise field engineering and site layout.
- Allocate field office and storage space, and work and storage areas.
- Establish access, traffic and parking allocations and regulations.
- Monitor use of site during construction.

Obtain permits and approvals

- Building permits and special permits required for Work or for temporary facilities.
- Obtain inspections for Work and for temporary facilities.

## REGULATORY REQUIREMENTS

### PART 1 - GENERAL

#### SUMMARY

Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency at the date of Bid unless the document is shown dated.

#### REGULATORY REQUIREMENTS

Perform the Work in conformance with the applicable requirements of regulatory agencies including, but not limited to, the following codes:

- California Building Code 2013 Edition
- California Code of Regulations (CCR):
  1. Title 24, Building Standards (including Energy Standards and Handicapped Access regulations).
- California Plumbing Code 2013 Edition
- California Mechanical Code 2013 Edition
- California Electrical Code 2013 Edition
- California Fire Code 2013 Edition
- Local ordinances and amendments to the above codes.
- California Occupational Safety and Health Administration (Cal OSHA).
- Occupational Safety and Health Administration (OSHA): Hazard Communications Standard.
- Uniform Federal Accessibility Standards

#### CONFLICTS

When conflicts between above referenced Regulatory Requirements occur, General Contractor shall comply with the one establishing the more stringent requirement.

When conflicts between above referenced Regulatory Requirement and Contract Documents occur, General Contractor shall comply with the one establishing the more stringent requirement.

**END OF SECTION**

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## APPLICATION FOR PAYMENT/CHANGE ORDER REQUIREMENTS

### PART 1 – GENERAL

The requirements of the general conditions apply to the work of this section.

**SCHEDULE OF AMOUNTS FOR CONTRACT PAYMENTS:** Contractor within seven days following the contract signing, will submit to the Owner a Schedule of amounts for contract payments, listing projected dates and amounts of pay requests, along with dates when payments will be due. The schedule of amounts shall be developed using each item of the chart as a line item. Upon request of the Owner, support the values with data which will substantiate their correctness. The Schedule of amounts, unless objected to by the Owner, shall be used only as the basis for the Contractor's Application for Payment.

**APPLICATION FOR PAYMENT:** Submit Applications for Payment to the Owner in accordance with the schedule established by the Conditions of the Contract and Agreement between Owner and Contractor.

Refer to the following related sections:

- A. Agreement between Owner and Contractor
- B. Conditions of the Contract: Progress payments, retainages, and final payment.

### APPLICATION FOR PAYMENT – FORMANT AND DATA REQUIRED

Submit an itemized application for payment including material costs, labor costs and contractor mark up. Provide all required information, including that for Change Orders executed prior to date of submittal of application. Fill in summary of dollar values to agree with respective totals indicated on Schedule of Amounts. Application shall include certification with signature of a responsible officer of the Contractor firm.

**LIEN RELEASES:** The contractor will be required to sign a Conditional Waiver and Lien Release at the time of Application for Payment submission and sign an Unconditional Waiver and Lien Release when payment is released.

**SUBSTANTIATING DATA FOR PROGRESS PAYMENTS:** When the Owner requires substantiating data, the Contractor shall submit suitable information with a cover letter identifying the project, application number and date, detailed list of enclosures and for stored products, the

item number and identification as shown on the application and the description of specific material.

#### CHANGE ORDER – FORMAT AND DATA REQUIRED

Designate in writing the member of Contractor's organization who is authorized to accept changes in the Work and who is responsible for informing others in the Contractor's employ of the authorization of changes in the Work.

**PRELIMINARY PROCEDURES:** Owner may initiate changes by submitting a Proposal Request to the Contractor. Request to include detailed description of the change, products, and location of the change in the Project with supplementary or revised drawings and specifications. The General Contractor is to be Provided the projected time span form making the change, and a specific statement as to whether overtime work is, or is not, authorized along with a specific period of time during which the requested price will be considered valid. Such request is for information only, and is not an instruction to execute the changes, nor to stop Work in progress.

Contractor may initiate changes by submitting a Proposal Request to the Owner, containing description of the proposed changes, statement of the reason for making the changes, statement of the effect on the Contract Time, statement of the effect on the work of separate contractors and documentation supporting any change in Contract Sum or Contract Time, as appropriate. Contract Sum changes shall be accompanied by labor hour rated and total hours and material cost details.

**LUMP-SUM/FIXED PRICE CHANGE ORDER:** Owner will sign and date the Change Order as authorization for the Contractor to proceed with the changes. Contractor to sign and date the Change Order to indicate agreement with the terms therein.

**TIME AND MATERIAL CHANGE ORDER/CONSTRUCTION CHANGE:** Owner will issue a Construction Change Authorization directing the Contractor to proceed with the changes. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this Section. Owner will determine the allowable cost of such work, as provided in the General Conditions and Supplementary Conditions. Owner and Contractor to sign and date the Change Order to indicate their agreement therewith.



## DOCUMENTATION OF PROPOSALS AND CLAIMS

Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow Owner to evaluate the quotation.

On request provide the following additional data to support time and cost computations.

- Labor required
- Equipment required
- Products required
- Recommended source of purchase and unit cost
- Quantities required
- Taxes, insurance, and bonds
- Credit for work deleted from Contract, similarly documented
- Overhead and profit
- Justification for any change in Contract Time

Support each claim for additional costs, and for work done on a time and material/force account basis, with the documentation as required for a lump-sum proposal, plus additional information, including the following:

- Name of the Owner's authorized agent who ordered the work, and date of the order
- Dates and times work was performed and by whom
- Time record, summary of hours worked and hourly rates paid

Receipts and invoices for:

- Equipment used, listing dates and times of use
- Products used, listing quantities
- Subcontractors

## CONSTRUCTION CHANGE AUTHORIZATION

IN lieu of Proposal Request, Owner may issue a Construction Change Authorization for Contractor to proceed with a change for subsequent inclusion in a Change Order. The authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum and any change in Contract Time, Owner will sign and date the Construction Change Authorization as authorization for the

Contractor to proceed with the changes. Contractor shall sign and date the Construction Change Authorization to indicate agreement with the terms therein.

#### CORRELATION WITH CONTRACTOR'S SUBMITTALS

Periodically revise Schedule of Amounts and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Sum. Periodically revise the Construction Schedule to reflect each change in Contract time.

Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

#### CLOSE OUT DOCUMENTATION

Final Close-out Payment and Change Order documentation will be delivered to the Owner's office no later than **30 calendar days** after substantial completion. Notwithstanding the foregoing without limiting Owner's rights herein, in the event that General Contractor does not deliver documentation, through no fault or delay of Owner, the Owner may determine that all sums due the contractor have been paid and no further payment is due and the contract is complete, or alternately the **Owner may deduct the sum of \$100.00 for each day** beyond the documentation period that the contractor has failed to deliver all final close-out documentation.

**End of Section**

## SUBMITTALS AND SAMPLES

The requirements of the General Conditions and Division 1 apply to all work hereunder.

### SCOPE

SHOP DRAWINGS/SUBMITTALS/SAMPLES: Submit Shop Drawings, Product Data and Samples required by Contract Documents.

### SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Drawings shall be presented in a clear and thorough manner, with details to be identified by reference to sheet and detail, schedule or room numbers shown on Contract Drawings. Two (2) samples shall be sent to the Owner, One (1) sample will be returned to the Contractor. **Submit one reproducible copy** of shop drawings for the Owners review. The Contractor shall submit all samples/shop drawings to the Owner **within 2 weeks of the Notice to Proceed** and at least 2 weeks before purchasing, fabricating, applying, or installing such materials and finishes. Allow a minimum of two weeks for review by the Owner.

The Owner's review of shop drawings shall be general only and shall not relieve the Contractor from responsibility for errors of any sort, for deviations from drawings or specifications, for conflict with the work of others that may result from such deviations.

Product Data shall include the following:

#### Preparation

- Clearly mark each copy to identify pertinent products or models.
- Show performance characteristics and capacities.
- Show dimensions and clearances required.
- Show wiring or piping diagrams and controls.

- Show contact information for service or warranty work. Provide a copy of manufacturer's warranty.

Manufacturer's standard schematic drawings and diagrams:

- Modify drawings and diagrams to delete information which is not applicable to the Work.
- Supplement standard information to provide information specifically applicable to the Work.

Approvals

- List applicable I.C.B.O. or UL. numbers for approved assemblies.

**All product data shall be provided to the Owner in a binder with tabs clearly marked identifying each product. Contractor must submit 2 copies to Owner before retention will be released.**

## **SAMPLES**

Office samples shall be of sufficient size and quantity to clearly illustrate functional characteristics of the product, with integrally related parts and attachment devices. Show full range of color, texture and pattern. Submit samples of the following:

*Spec Section*

*N/A*

## **CONTRACTOR RESPONSIBILITIES:**

Contractor is responsible for reviewing Shop Drawings, Product Data and Samples prior to Submission. Contractor is to determine and verify field measurements, field construction criteria, catalog numbers and similar data and conformance with specifications.

**END OF SECTION**

## **CLEANING AND CLEANUP**

The requirements of the General Conditions and Division 1 apply to all work hereunder.

### **PART 1 – GENERAL**

#### **SCOPE**

The work includes the furnishing of all labor, materials, equipment, and services, and performing all operations necessary for, and properly incidental to, cleanup during construction and final cleaning of the building prior to acceptance by the Owner, including waxing and polishing, as specified herein and in other section when specified.

#### **CLEANUP DURING CONSTRUCTION**

It is required that the entire site be kept in a neat and orderly condition.

Dispose of waste, trash, and debris in a safe, acceptable manner, in accordance with applicable laws and ordinances and as prescribed by authorities having jurisdiction. Bury no such waste material and debris on the site. Burning of trash and debris on the site will not be permitted.

Location of dump for trash and debris and length of haul is the Contractor's responsibility.

#### **FINAL SITE CLEANUP**

Also prior to final inspection, thoroughly clean the entire site and put it into a neat, acceptable condition. Remove from the entire site all construction waste and unused materials, dunnage, loose rock and stones, excess earth, roots, weeds, and all debris of any description resulting from the work. Hose down and scrub where necessary all concrete dirtied as a result of the work.

**END OF SECTION**

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## **^SUBSTITUTIONS**

### **PART 1 – GENERAL**

SCOPE: Procedures for the substitution of material of systems from those specified or identified for this project.

RELATED SECTIONS: Section 01300 – Submittals

### **PART 2 – PRODUCT SUBSTITUTIONS**

PRODUCTS SPECIFIED BY REFERENCE STANDARDS OF BY DESCRIPTION ONLY: Any product meeting those standards or description may be submitted for review.

PRODUCTS SPECIFIED BY NAMING ONE OR MORE MANUFACTURERS: Products of manufacturers named and meeting specifications; there is no obligation on the part of the Owner to review or accept substitutions. If substitutions are requested, they shall be accompanied by a written reason as to why a substitution is proposed. The General Contractor will reimburse Owner for review or redesign services associated with substitution.

PRODUCTS SPECIFIED BY NAMING ONE OR MORE MANUFACTURERS FOLLOWED BY “OR ACCEPTED EQUAL”: Submit a request for substitution for any manufacturer not named.

### **PART 3 – EXECUTION**

PRODUCT SUBSTITUTIONS PROCEDURES: The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard or the article desired. A completed “Substitution Request Form” for each proposed substitute item or material is completed and submitted along with substantiation data.

Substantiating data shall include sufficient data, drawings, samples, tests, literature, or other detailed information as will demonstrate to the Owner that the proposed substitute is not less than equal in quality and utility in all respects to the material specified shall be provided.

Request for substitution will be considered if received within 30 days after commencement of the work. Requests received more than 30 days after commencement of the work may be considered or rejected at the discretion of the Owner.

Owner will accept, in writing such proposed substitutions as are in his opinion the equivalent in quality and utility to the items or material specified. Owners' acceptance shall not relieve the contractor from complying with the requirements of the Contract Documents, and the Contractor shall be responsible at his own expense for any changes resulting and subsequently becoming apparent from his proposed substitutions which affect other parts of his own work or the work of other contractors.

Failure to propose any product substitution for evaluation in ample time before its scheduled installation may be deemed sufficient cause for the denial of the request for substitution.

Substitutions submitted by the Contractor for any material, product, or equipment for that specified may be subject or such tests as will determine its quality.

Handling, testing, and inspection costs pertaining thereto shall be paid by the Contractor. All such tests shall be made upon request of the Owner at the expense of the Contractor.

Contractor making a substitution shall pay for any added costs caused by the substitution.

A request constitutes a representation that the General Contractor has investigated proposed product and determined that it meets or exceeds the quality level of the specified product. He will provide the same warranty for the Substitution as for the specified product. He will coordinate installation and make changes to the work which may be required for the Work to be completed with no additional cost to the Owner. He waives claims for additional costs or time extension which may subsequently become apparent. He will reimburse Owner for review or redesign services associated with substitution.

Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when they conflict with the design intend of the documents.

**END OF SECTION**



## PROJECT CLOSE-OUT

The requirements of the General Conditions and Division 1 apply to all work hereunder.

### PART 1 – GENERAL:

#### NOTICE OF COMPLETION:

The Owner, when supplied with a Notice of Substantial Completion by the Contractor shall file with the municipality a Notice of Completion. A copy of the filing shall be furnished to the Contractor.

#### SUBSTANTIAL COMPLETION:

When the Contractor believes he has achieved substantial completion he will prepare and forward to the Owner, a list of the work to be completed or corrected and dates for the completion or correction. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Upon receipt of the Contractor's list, the Owner will schedule a punch list review at the site with the General Contractor and an Owner's Representative to review the quality and completeness of the work and conformance with the construction documents. At that time, the Owner will list deficiencies, corrections and work to be completed.

If the Owner determines that the project is substantially complete he will issue a certificate of substantial completion. This will terminate the Time of Completion listed in the Contractor's bid and start the schedule for Final Completion as listed in Section 1700.

If the Owner determines the work is **not** substantially complete, he will issue a list of work to be completed. The Contractor shall then submit a request for another inspection by the Owner to determine substantial completion. *Additional trips to the site for purposes of reviewing the work will be at the cost of the Contractor and will be deducted from payments made by Owner to the General Contractor.*

After the General Contractor has completed all work, corrective or otherwise, he will notify the Owner that the project is ready for final inspection. The Owner will verify completion of the Contract work.

Final payment and scheduling of retention release will not be processed until a final review of the project verifies completion and other items required in this section are complete.

#### FINAL COMPLETION:

Final completion with all punch list items corrected will occur within **14 calendar days** after substantial completion.

#### CLOSE-OUT DOCUMENTATION:

Final close-out documentation, drawings and submittals, as defined in section 01700, will be delivered to the Owner's office no later than **30 calendar days** after substantial completion. Notwithstanding the foregoing without limiting Owner's rights herein, in the event that the General Contractor does not deliver documentation, through no fault or delay of Owner, **Owner**

may deduct the sum of \$100.00 for each business day beyond the documentation period that the Contractor has failed to deliver all final close-out documentation. The Owner will also delay release of any retention monies until all close-out documentation documents are provided by the General Contractor.

#### RECORD DRAWINGS:

Store documents and samples apart from documents used for construction. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes. Make documents and samples available at all time for inspection by Owner. Label each document "PROJECT RECORDS" in neat large printed letters. Record information concurrently with construction progress, including the following if applicable:

- a. Depths of various elements of foundation in relation to finish floor datum.
- b. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
- c. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features in the structure.
- d. Field changes of dimension and detail.
- e. Changes made by Field Order or by Change Order.
- f. Details not on original contract drawings.

Transfer all record information in a neat and legible manner to reproducible drawings, and at Contractor close-out, deliver Record Documents to Owner's Representative.

#### PERMIT AND PERMIT SET DRAWINGS:

At completion of project close-out, signed permits and permit set drawings (if any) to be returned to Owner.

#### PART 2 – MAINTENANCE MANUALS AND INSTRUCTIONS

Preparation of data shall be done by personnel trained and experienced in maintenance and operation of described products.

Identify each volume with typed or printed title, "OPERATING AND MAINTENANCE INSTRUCTION", including the following,

- a. Contractor, name of responsible principal, address and telephone number.
- b. A list of each product required to be included, indexed to content of the volume.
- c. List with each product, name, address and telephone number of:
  - 1) Subcontractor or installer.
  - 2) Maintenance contractor, as appropriate.
  - 3) Identify area of responsibility of each
  - 4) Local source of supply for parts and replacement.
- d. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

Provide copy of each warranty, bond and service contract issued. Provide information sheet for Owner's personnel, giving proper procedures in event of failure and instances which might affect validity of warranties or bonds. Provide instructions for care and maintenance, including Manufacturer's recommendations for types of cleaning agents and methods and recommended schedule for cleaning and maintenance.

### PART 3 – SPECIAL GUARANTEES/WARRANTIES

These special guarantees are an extension of the guarantee of work called for in "General Conditions." During the normal one year guarantee period, any repairs or replacements required because of damage to other work caused by defective material/workmanship failures shall be by Contractor at no cost to the Owner.

Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturer's suppliers, and subcontractors. Provide two (each) original signed copies, including the following:

- a. Product or work item
- b. Firm, with name of principal, address and telephone number.
- c. Scope
- d. Date of warranty, bond or service and maintenance contract
- e. Duration of warranty, bond or service maintenance contract
- f. Provide information for Owner's personnel

#### TIME OF SUBMITTALS:

For equipment or component parts of equipment, put into service during progress of construction, make submittals **within 14 days after inspection and acceptance**. For other equipment, make submittals within ten days after Date of Substantial Completion, prior to final request for payment.

**END OF SECTION**

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**REQUEST FOR INFORMATION**

DATE: \_\_\_\_\_ RFI# \_\_\_\_\_ PROJECT: \_\_\_\_\_

ATTN: \_\_\_\_\_ RESPONSE REQUIRED BY: \_\_\_\_\_

URGENT: ( )      EXPEDITE: ( )      NORMAL: ( )

SUBJECT: \_\_\_\_\_

*It is requested that the following information be provided and/or clarified:*

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Submitted by \_\_\_\_\_ Date \_\_\_\_\_

