### **QSP DOCUMENT**

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#### INTRODUCTION

The Housing Authority of the County of Contra Costa (hereinafter, "HACCC") is a public entity that provides federally subsidized housing and housing assistance to low-income families within the County of Contra Costa. HACCC is headed by an Executive Director (ED) and is governed by a seven-person Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and HACCC's procurement policy. An Executive director is appointed by the Board and is responsible for managing the daily operations of the agency with a budget of approximately \$254 million and a staff of 106.

HACCC owns and manages 963 public housing units and 2 affordable tax credit developments. HACCC also manages approximately 9,500 families through the Housing Choice Voucher Program and Continuum of Care Grants.

In keeping with its mandate to provide efficient and effective services, HACCC is now soliciting a Quotations for Small Purchase (QSP) from qualified, licensed, and insured entities to provide services to HACCC as listed below. All bids submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.





### **QSP INFORMATION AT A GLANCE**

### **Accessing the QSP Solicitation**

All solicitations are posted on our website at <a href="www.contracostahousing.org">www.contracostahousing.org</a> and on our internet e-Procurement System at <a href="ha.economicengine.com">ha.economicengine.com</a>. In order to review and submit proposal pricing for our solicitations, you must first register for free access to review and submit pricing and bid documents for <a href="haccolor: HACCC solicitations at ha.economicengine.com">HACCC solicitations at ha.economicengine.com</a>. (HACCC Company ID: 11057.) If you have any problems registering or using the internet e-Procurement System, contact the site administrator at 1-859-335-5306 or via email at <a href="mailto:Larry.t.hancock@gmail.com">Larry.t.hancock@gmail.com</a>.

### **Responding to the QSP Solicitation - Questions**

After the Bidwalk has concluded, questions pertaining to our solicitation shall be addressed via the internet e-Procurement System. Once a question is posted by a potential bidder, a response will be sent in the form of a numbered addendum for all bidders to receive and review.

### Responding to the QSP Solicitation - Entry of Proposed Fees/Costs

As directed within Section 6.0 of the QSP document, bidders must submit proposed pricing through our internet e-Procurement System as referenced in the above section "Accessing the QSP Solicitation". HACCC will not accept proposed pricing verbally, by mail, telephone, or fax!

### Responding to the QSP Solicitation – "Digital Documents" and "Pricing" Submission

Always follow HACCC instructions in the solicitation documents, along with any addenda when responding. Failure to do so may disqualify your bid response. To attach documents, open the solicitation, check the gray box near the bottom of the solicitation that says, "Respond – Will Bid". Follow the instructions in the "Attach Documents" area and "Revise the Response" to add or delete any information regarding your bid documents. After you review your bid submission, click on the "Confirm Response" link and you will get confirmation number/letters at the top of the page.

As a contractor/vendor, you can revise your response at any time prior to the solicitation deadline date/time, by logging in and clicking on the title of the solicitation, clicking on "View Response", and then on "Revise Response". (**Do Not Include Any Pricing Within Any Digital Documents You Are Submitting as Part of Your Proposal).** Pricing must only be submitted where you are requested to do so. If you have any questions regarding any part of this "how to" process, contact e-Procurement customer Support at 1-866-526-9266, 1-866-526-0160 or ha.internationaleprocurement.com

### **HACCC Contact Person for Procurement & Solicitations**

Julian Ignacio, Purchasing Agent

### **HACCC Contact for Project Information**

Ted Ancheta, Housing Rehabilitation Officer

### Bidwalk Tour

Monday, November 24th, 2025, at 9:30AM

HACCC Bayo Vista Public Housing Development Unit 740, 1212 Mariposa St, Rodeo CA 94572

### **Bid Submittal Due Date & Time**

Pricing and Digital Bid Documents must be received no later than 2:00 P.M. (Pacific Time) on Monday, December 8th, 2025. Bids received after the date and timeline will not be considered.





### **1.0 HACCC'S RESERVATION OF RIGHTS:** The Agency reserves the right to:

- 1.1 **Right to Reject, Waive, or Terminate the QSP**. Reject any or all bids, to waive any informality in the QSP process, or to terminate the QSP process at any time, if deemed by HACCC to be in its best interests.
- 1.2 **Right to Not Award.** Not to award a contract pursuant to this QSP.
- 1.3 **Right to Terminate**. Terminate a contract awarded pursuant to this QSP, at any time for its convenience upon 10 days' written notice to the successful bidder(s).
- 1.4 **Right to Determine Time and Location.** Determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this QSP.
- 1.5 **Right to Retain Bids.** HACCC reserves the right to keep all submitted proposals and will not allow any withdrawals for a period of 60 days after the proposal deadline unless written consent is obtained from the HACCC Purchasing Agent, hereinafter referred to as "PA.".
- 1.6 **Right to Negotiate.** Negotiate the fees proposed by the bidder entity.
- 1.7 **Right to Reject any Bid.** Reject and not consider any bid that does not meet the requirements of this QSP, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- 1.8 **No Obligation to Compensate.** HACCC has no obligation to compensate any bidder for any costs incurred in responding to this QSP.
- 1.9 **Right to Prohibit.** At any time during the QSP or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing our internet e-Procurement System and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within our internet e-Procurement System, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by HACCC that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve HACCC, but not the prospective bidder, of any responsibility pertaining to such issue.
- 1.10 **Right to Reject Obtaining Solicitation Documents.** The e-Procurement Marketplace is the only official and appropriate venue to obtain the QSP documents (and any other information pertaining to this QSP such as addenda). Accordingly, by submitting a response to this QSP the respondent thereby affirms that he/she obtained all information on the e-Procurement Marketplace. Any other group such as an association or a bid depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the e-Procurement Marketplace to obtain the documents. HACCC will reject, without consideration, any response submitted from a firm that has not obtained the documents from the e-Procurement Marketplace.





1.11 **Applicability.** By submitting a quote to HACCC, the firm or individual doing so (hereinafter, "the quoter") is automatically agreeing to abide by all terms and conditions listed herein, including those terms and conditions within the HUD document, form HUD-5370-EZ (1/2014), General Contract Conditions for Small Construction/Development Contracts, which is attached hereto.

### 2.0 SCOPE OF WORK/WORK WRITE UP SPECIFICATIONS

The Scope of Work (SOW) The intent of this QSP is to establish a term contract, with a vendor or multiple vendors for the Housing Authority of the County of Contra Costa for labor, materials and equipment necessary to provide services detailed in the scope of work.

Please see (Attachment 3) for the complete Scope of Work/Work Write Up Specifications.

### 3.0 GENERAL CONDITIONS

- 3.1 **Standards:** All ensuing work by the successful bidder shall be performed pursuant to standards and codes set by the County of Contra Costa Fire Department, NFPA Standards and the State Fire Marshall. In addition, all work provided by the Contractor pursuant to the ensuing contract shall be completed pursuant to all applicable local codes and all applicable State Statute and Federal regulations. No portion of this specification shall be construed to direct the contractor to perform in a manner contradictory to building codes. New components and materials specified shall be installed per manufacturer's recommendations and all local and state building codes.
- 3.2 **Additional Work:** Additional work shall be performed by the Contractor only if HACCC has given prior written permission to do so. All such work shall be at HACCC's expense unless such damage or problem was necessitated by the actions or lack of action of the Contractor.
- 3.3 **Drawings/Lists:** Any drawings or lists provided herein or at any time during the contract period are provided as an aid only to the prospective bidders. It is the responsibility of each bidder to carefully inspect the premises listed and to notify HACCC, in writing, of any discrepancies in the drawings or lists provided.
- 3.4 **Reports:** It shall be the responsibility of the Contractor to complete, in a legible fashion, any required reports. Copies of such reports must be delivered to the HACCC Project Manager within 10 days of completion of such event, and shall be delivered by the Contractor, as required by any code, law or regulation, to all applicable local, State or Federal agencies.
- 3.5 **Written Approval:** The Contractor shall obtain from the HACCC Project Manager, written approval to proceed with any work prior to commencing such work. Failure to abide by this requirement shall cause the Contractor to be fully liable and financially responsible for the work performed, which means that HACCC shall have no obligation to pay for the work performed, in which case the Contractor shall not be allowed to reverse the work.
- 3.6 **Signatures:** Whenever the contractor completes work at an HACCC site, he/she shall obtain the signature of the HACCC Project Manager showing that the work was completed in a satisfactory manner. A copy of this document shall accompany the related billing invoice.





- 3.7 **Invoicing & Payments:** To receive payments due, submit invoices of completed work to the address of HACCC, P.O. Box 2759, Martinez, CA 94553. Payment terms are on a net/30-day basis, from receipt of an approvable invoice, and shall be formatted as follows:
  - Contractor name, address, and telephone number;
  - Contractor invoice, with HACCC purchase order and/or contract number;
  - Detail of services being invoiced, work-site location, and date of service;
  - Name of HACCC Project Manager or Contact Name.
- 3.8 **Emergency Situations:** The Contractor must inform HACCC Project Manager immediately of any life-threatening or possibly dangerous situations that come to the attention of or are discovered at any time by the Contractor.
- 3.9 **Sub-Contracting:** Unless prior written permission is given by HACCC, all work performed by the Contractor shall be performed by the Contractor only and shall not be sub-contracted to another firm. HACCC reserves the right not to grant such approval.
- 3.10 **Normal Business Hours:** Unless prior written permission is given by HACCC, all work will be performed and completed during normal business hours (Monday through Thursday excluding Holidays, 7:30 a.m. to 4:30 p.m. Pacific Time).
- 3.11 **Hold Prices/Non Escalation:** By submitting a quote, and whereas the quote sum submitted is a firm-fixed quote, each quoter thereby agrees to "hold" or not increase the proposed quote prices during the term of the work.
- 3.12 **Clean Up:** All building materials, construction debris, all damaged components as outlined in the work descriptions and miscellaneous waste throughout the work area shall be removed by the contractor upon completion of work and disposed off-site. No construction materials or construction debris shall be left outside except as approved by Housing Authority staff. All building materials, construction debris, and miscellaneous waste shall be removed from the surrounding grounds by the contractor upon completion of work. There shall be no disruptions of utilities and/or services to adjacent or neighboring tenants and will not be allowed.

### 4.0 INSURANCE & LICENSING REQUIREMENTS FOR THE SUCCESSFUL BIDDER(s):

Prior to award (but not as a part of the bid submission) the *successful bidder(s)* will be required to provide the requested insurance documents. Required insurance amounts will be maintained for the duration of the contract by the contractor.

- 4.1 A valid, current, and original certificate evidencing industrial (<u>Worker's Compensation</u>) insurance carrier and coverage amount; This document will come directly from your insurance agent to the HACCC Director of General Services.
- 4.2 A valid, current, and original certificate evidencing <u>General Liability Insurance</u>, together with the appropriate endorsement to said policy reflecting the addition of HACCC as an additional insured under said policy. This document will come directly from your insurance agent to the HACCC Director of General Services.
- 4.3 A valid, current, and original certificate evidencing <u>Automobile Insurance</u>, together with the appropriate endorsement to said policy reflecting the addition of HACCC as an additional





insured under said policy. This document will come directly from your insurance agent to the HACCC Director of General Services.

- 4.4 A copy of the <u>Business License</u> allowing the bidder to provide such services within Contra Costa County and/or the appropriate city/locality for the project location;
- 4.5 A copy of the <u>Contractor License/s</u> issued by the State of California allowing the bidder to provide the services detailed herein.
- 4.6 A valid and current <u>W-9 Document</u> (Taxpayer ID number and Certification) of the successful bidder.
- 5.0 HUD DETERMINED WAGE RATES: This project is funded by federal sources, and as such, calls for compliance with federal labor standards provisions as administered by the HUD Office of Labor Relation, requiring prime and subcontractors to pay wages to workers compensated at the Davis-Bacon Wage Rate as set forth in the contract documents, for construction work exceeding \$2000.00.
  - 5.1 The Contractor is required to pay the workers **no less** than the wage rate as designated. If the awarded Contractor does not pay fringe benefits, the fringe benefits amount must be added onto the basic hourly rate. (See **Attachment 9** for Davis-Bacon Wage Rate)
- **ENTRY OF PROPOSED FEE/COSTS:** The proposed fees shall be all-inclusive of all related costs that the Contractor will incur to provide the noted services and shall be submitted by the bidder and received by HACCC where provided on our internet e-Procurement System only.

### Contractor Must Submit Pricing for Each Line Item via e-Procurement System Only.

6.1.1 **Pricing Items: Lot #1:** 

Line Item #1 - General Contractor Labor

Line Item #2 - Sub-Contractor Labor

Line Item #3 - Materials & Tax

**Line Item #4 - Permits & Fees** 

**Line Item #5 - Business License** 

Line Item #6 - Overhead & Profit

- 6.1.2 **Determination of the Lowest Calculated Cost:** After a bidder has entered where provided within our internet e-Procurement System his/her proposed unit costs for each of the above detailed Pricing Items, the System will automatically multiply the proposed unit costs by the listed quantities. The total sum of the extended total of all Pricing Line Items shall be the Total Calculated Cost used in the evaluation of this bid.
- 6.1.3 **Quantities:** All quantities entered within the preceding table of pricing items and within the corresponding list of Pricing Items on our internet e-Procurement System are for calculating purposes only. HACCC has set these quantities based on its best estimates,





but such amounts are not to be interpreted as a guaranteed amount. In any case, HACCC reserves the right to, at its own discretion, order any amount of services it needs.

- 6.1.4 **Submission Conditions:** DO NOT MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to HACCC by the bidder, such may invalidate that bid. If, after accepting such a bid, HACCC decides that any such entry has not changed the intent of the bid that HACCC intended to receive, HACCC may accept the bid and the bid shall be considered by HACCC as if those additional marks, notations or requirements were not entered on such. By accessing our internet e-Procurement System, registering and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that HACCC delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this QSP.
- 6.1.5 **Submission Responsibilities:** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by HACCC, including the QSP document, the documents listed within the following sections and any addenda and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO/PA to exclude any of HACCC requirements contained within the documents may cause that bidder to not be considered for award.
- 6.2 **Bidder's Responsibilities—Contact With HACCC:** After the Bidwalk has concluded, it is the responsibility of the bidder to address all communication and correspondence pertaining to this QSP solicitation to the CO/PA only. Bidders must not make inquiry or communicate with any other HACCC staff member or official pertaining to this QSP. Questions must be asked via the **e-Procurement system** and all answers to the questions will be answered in the form of a numbered addendum and posted on the e-Procurement system for all bidders to review. Failure to abide by this requirement may cause HACCC to not consider a bid submittal received from any bidder who has not abided by this directive.

It shall be the contractor's responsibility to verify all dimensions and the exact amount and nature of the work. If any discrepancies are discovered by the contractor, it shall be the responsibility of the contractor to contact the Housing Authority of the County of Contra Costa prior to initiating any work. It shall be the contractor's responsibility to perform any or all field measurements.

6.3 **Addendums:** All questions and requests for information must be addressed in writing to the CO/PA via our internet e-Procurement System. The CO/PA will respond to all such inquiries in writing by addendum to all prospective bidders (i.e. firms or individuals that have obtained the QSP Documents) via our internet e-Procurement System. During the QSP solicitation process, the CO/PA will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the QSP are made—between HACCC and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO/PA — it simply means that, other than making replies to direct the prospective

HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA (HACCC)





bidder where his/her answer has already been issued within the solicitation documents, the CO/PA may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO/PA may more fairly respond to all prospective bidders in writing by addendum via our internet e-Procurement System.

- Pre-bid Bidwalk: The scheduled pre-bid conference identified on Page 3 of this document is pursuant to HUD regulation. Attendance is not mandatory. Many prospective bidders have previously responded to a QSP feel comfortable in doing so without attending the pre-bid conference. Typically, such conferences last 1 hour, though such is not guaranteed. The purpose of this conference is to assist prospective bidders to have a full understanding of the QSP documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference, HACCC Project Manager will conduct a brief overview of the QSP documents, including the attachments. Whereas the purpose of this conference is to view the buildings to be re-modeled and review the QSP documents, attendees should bring a copy of the QSP documents to this conference. HACCC will not distribute any copies of the QSP documents at this conference.
  - 6.4.1 **Pre-bid Conference (Bidwalk) Location:**

Monday, November 24th, 2025, at 9:30AM HACCC Bayo Vista Public Housing Development Unit 740, 1212 Mariposa St, Rodeo CA 94572

6.5 **Recap of Attachments:** It is the responsibility of each bidder to verify that he/she has downloaded the solicitation and the following attachments pertaining to this QSP, which are hereby, by reference, included as a part of this QSP:

Attachment	Description	
1	Vicinity Map	
2	Scope of Work/Work Write Up Specifications	
3	Work Write Up Specifications	
4	Construction Drawings:  A. Existing Ground Floor Plan B. Existing Second Floor Plan C. Revised Ground Floor Plan	
	D. Revised Ground Floor Plan D. Revised Second Floor Plan E. Mechanical-Electrical-Plumbing (MEP) Ground & Second Floors F. Kitchen Elevations	
5	Product List Specifications	
6	Health and Safety code, Smoke Alarm and Carbon Monoxide Detectors	
7	Form HUD-5370-EZ (1/2014), General Contract Conditions for Small Construction/Development Contracts	
8	Section 3 24 CFR135	
9	Applicable HUD Wage Rate	





### 7.0 BID EVALUATION:

- Public Viewing (via our internet e-Procurement system): All <u>bid prices</u> for this project will <u>be submitted online via our internet e-Procurement System</u>. The bid submittal will be submitted as a digital document. The bid submittal will not be made available for inspection by anyone at this time; HACCC will review all bids in detail and will, in a timely manner, notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not responsible. Bids will be available for inspection by the public after the award has been completed via our internet e-Procurement system.
  - 7.1.1 **Ties:** In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."
- 7.2 **Responsive Evaluation:** After the bid opening via the internet e-Procurement System, the bid submittals received will be evaluated for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimums that are deemed to be non-responsive will be notified of such in writing by HACCC in a timely manner.
- 7.3 **Responsible Evaluation:** HACCC will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e., a firm that is qualified, responsible and able to provide to HACCC the required services). If HACCC ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance, and resources to provide the required services, HACCC may proceed with the award. If HACCC determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by HACCC in a timely manner; in such case HACCC may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.
  - 7.3.1 Depending on the amount of the award, it is possible that HACCC may take the contract award to the HACCC Board of Commissioners for approval of the award prior to executing a contract with the apparent successful bidder.
- 7.4 **Restrictions:** All persons having ownership interest in a bidder entity or familial (including inlaws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

### **8.0 CONTRACT AWARD:**

- 8.1 **Lowest Responsive and Responsible Bidder:** Award of an QSP is made to the responsive and responsible bidder that submits the lowest cost; in this case, the lowest calculated cost.
- 8.2 **Contract Award Procedure:** If a contract is awarded pursuant to this QSP, the following detailed procedures will be followed:
  - 8.2.1 By completing, executing and submitting a bid, the bidder is thereby agreeing to "abide by all terms and conditions pertaining to this QSP as issued by HACCC, on our internet e-Procurement System. Accordingly, HACCC has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case HACCC has no power or authority to negotiate any clauses contained within any attached HUD documents.





8.2.2 **Method of and Procedure to Award** (Task Order). The Agency will retain the right to contract with one or more of the bidders as a result of this QSP, which contracting shall occur in the following manner (this is sometimes called "forming a pool" of contractors that the Agency may draw from):

If a pool of contractors is formed, each bidder will be ranked by the total calculated bid sum submitted in response to this QSP.

When the Agency has need of work in each service area, the Agency staff assigned will contact the 1st-ranked Contractor to ascertain as to whether or not that Contractor is available to do the work within the reasonable timeframe the Agency has established for that work (typically, "reasonable" shall be meet at the site within 1 workday and begin work within 1 workday thereafter). If the 1st-ranked Contractor is not available, the Agency will proceed to the next-ranked Contractor, and so forth, until the Agency has located an available Contractor. "Typical" Definition Pertaining to Emergencies. There may be instances when it is not reasonable to wait for the needed services to be completed, when service is required from a Contractor immediately, meaning a Contractor is needed to drive to the site quickly. In such cases the Agency reserves the right to (and probably will) suspend the one-day required response time and will seek a Contractor who within the previously described pool rotation who is immediately available.

- 8.2.3 **Procedure to Award (Task Order).** Once an available Contractor has been chosen, the Contractor and the Agency representative will meet at the applicable unit or site, conduct the walkthrough, and mutually determine the extent of the required work and arrive at an agreed-upon cost, which shall be calculated based on the pricing line items.
- 8.3 **Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by HACCC pursuant to this QSP:
  - 8.3.1 **Contract Form:** HACCC will not execute a contract on the successful bidder's form-contracts will only be executed on HACCC forms, and by submitting a bid the successful bidder agrees to do so (please note that HACCC reserves the right to amend this form as HACCC deems necessary). However, HACCC will during the QSP process (prior to the submittal deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for HACCC to do so; but the failure of HACCC to include such clauses does not give the successful bidder the right to refuse to execute HACCC's contract form. It is the responsibility of each prospective bidder to notify HACCC, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. HACCC will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by HACCC's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.
    - 8.3.1.1 Please note that HACCC has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this OSP.
- 8.4 **Assignment of Personnel:** HACCC shall retain the right to demand and receive a change in personnel assigned to the work if HACCC believes that such change is in the best interest of HACCC and the completion of the contracted work.





- 8.4.1 **Unauthorized Sub-Contracting Prohibited:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this QSP (including, but not limited to selling or transferring the contract) without the prior written consent of the CO/PA. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO/PA shall be void and may result in the cancellation of the contract with HACCC, or may result in the full or partial forfeiture of funds paid to the successful bidder, as a result of the proposed contract; either as determined by the CO/PA.
- 8.5 **Contract Period:** HACCC anticipates that it will initially award a contract for a period of **ninety** calendar (90) days once the start date for work has been determined.
- 8.6 **Liquidated Damages:** Liquidated damages of \$200 per day shall be assessed for each calendar day beyond the contracted completion date, until actual completion and contract is fully satisfied.
- 8.7 **Contract Service Standards:** All work performed pursuant to this QSP must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.





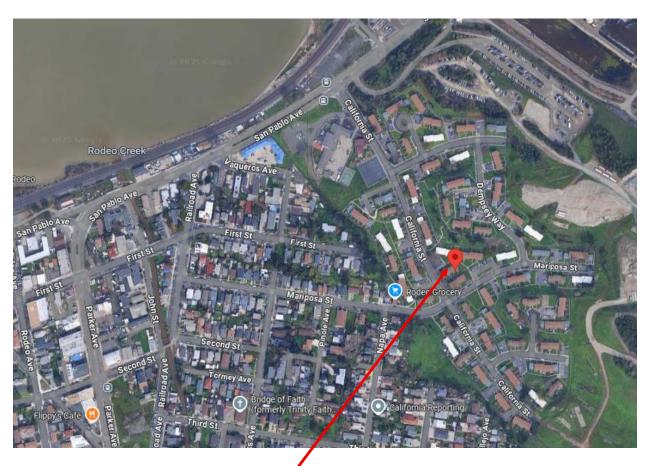
### **ATTACHMENT 1**

VICINITY MAP





# **VICINITY MAP**



1212 Mariposa Street, Unit #740 Rodeo, Ca. 94572

**Not To Scale** 

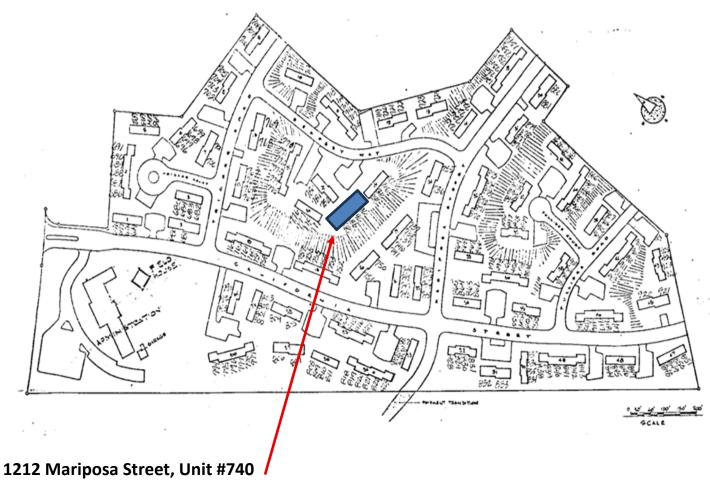
### **ATTACHMENT 2**

### SITE DEVELOPMENT MAP





# **SITE DEVELOPMENT MAP**



1212 Mariposa Street, Unit #740 Rodeo, Ca. 94572

### **ATTACHMENT 3**

Scope of Work/Work Write Up Specifications





# Fire Damaged Repair Project, Unit 740 1212 Mariposa Street, Rodeo CA 94572 Bayo Vista PHD, 2 California Street, Rodeo CA 94572

#### **SCOPE OF WORK:**

The Scope of Work (SOW) consists of interior and exterior building improvements in a fire-damaged 3-bedroom unit in Bayo Vista Public Housing Development, located at 1212 Mariposa Street, Rodeo CA 94572, Unit #740.

Unit 740 is a three (3)-bedroom 2 -level unit. This unit was completely abated and demolished with only the structural framing remaining. It was completely damaged by fire. The work consists of replacing the entire unit's gypsum wall and ceiling covers, new insulations where required (separation walls, exposed perimeter walls, exposed floors, and attic spaces), complete electrical re-wiring of the entire unit, new light fixtures, new electrical outlets (GFCI bathroom and kitchen) throughout, new electrical switches throughout, replacements of two (2) furnaces with new furnaces of the same kind, new 40-gallon water heater, complete new kitchen base and wall cabinets to match the existing layout, new countertops, new toilet and bath to match existing layout including accessories (medicine cabinets, grab bars, towel bars, toilet paper rollers, soap, toothbrush, and water cup holders, vanity cabinet and integral sink countertop with back splash, to match kitchen cabinets, new exhaust fan, new bathroom light fixture), new plumbing as required, new resilient plank floor covers throughout, new vinyl sheet floor cover for the bathroom, new 4" rubber coved-base trims throughout, new stair treads, new vinyl double-glazed windows throughout, stucco repairs at exterior overhang, new doors throughout, new closet doors throughout, new shelves at linen shelving, new shelves and poles at clothes closets, replacement of stair handrail, interior paint (medium orange peel texture - 1 coat of primer and two coats of finish paint or more if necessary) exterior paint to match stucco finish, clean-up and disposal. All Mechanical, Electrical, and Plumbing repairs of fire damaged building components including fixtures and brought to current uniform building, electrical, mechanical, and plumbing code standards; new 10-year combination smoke alarm and carbon monoxide detectors with non-removable battery back-up as per current fire and uniform building code requirements; general clean-up and disposal; and other miscellaneous work as described in the work specifications (ATTACHMENT - 3). Replacements in kind are specified in the Product List Specification (ATTACHMENT - 5).

All required building permits and other fees (business license) shall be borne by the contractor.

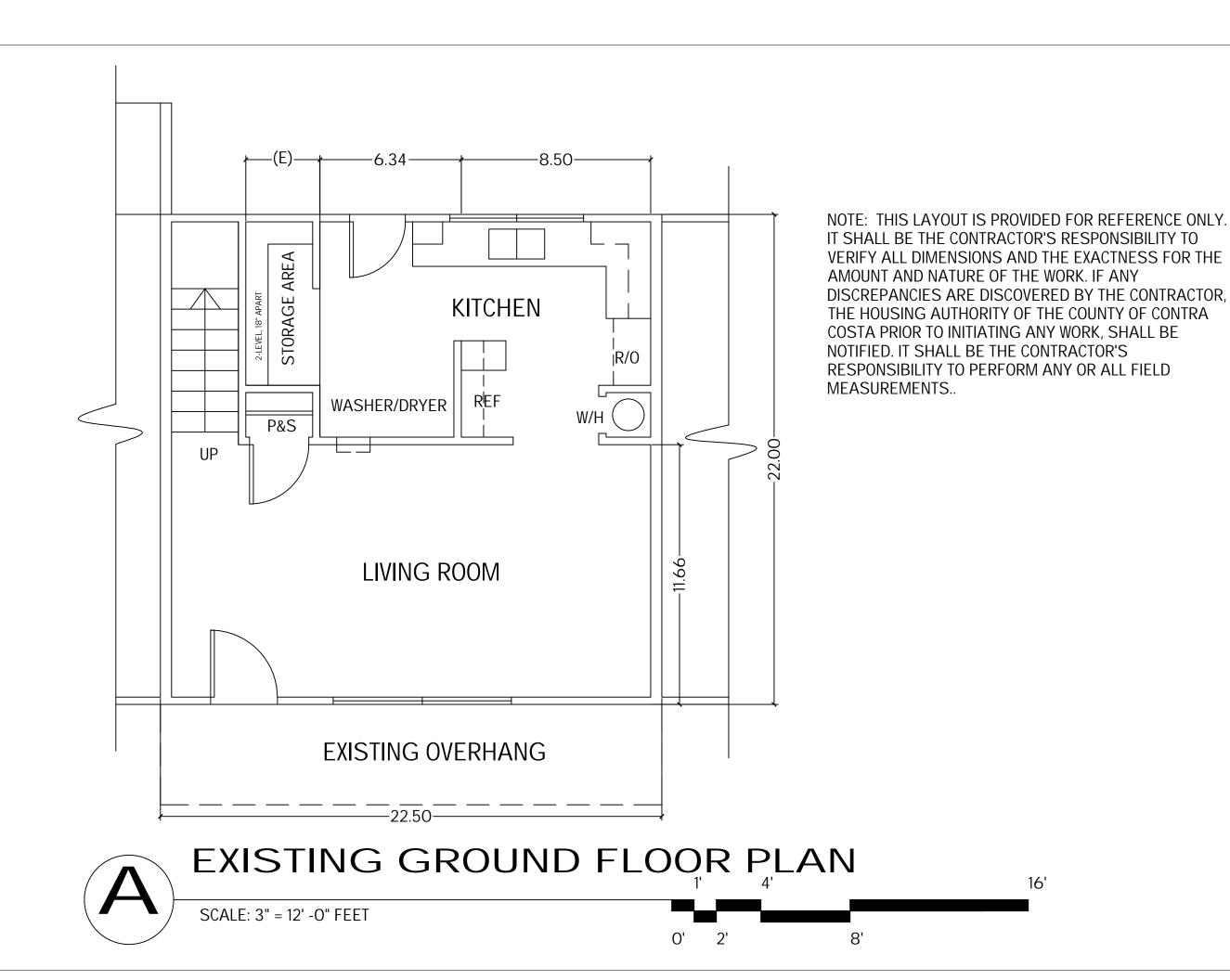
### **ATTACHMENT 4**

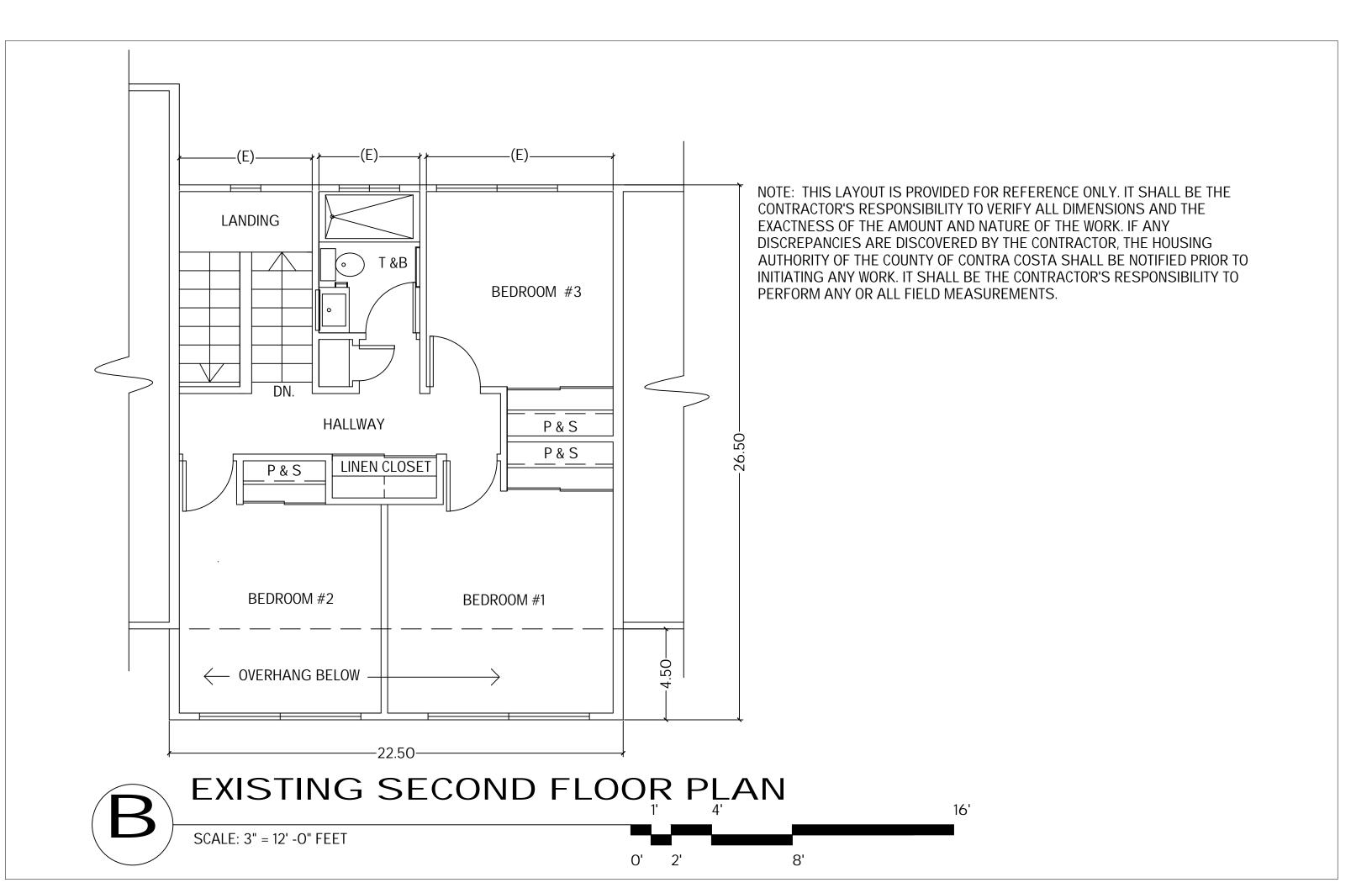
### **CONSTRUCTION DRAWINGS:**

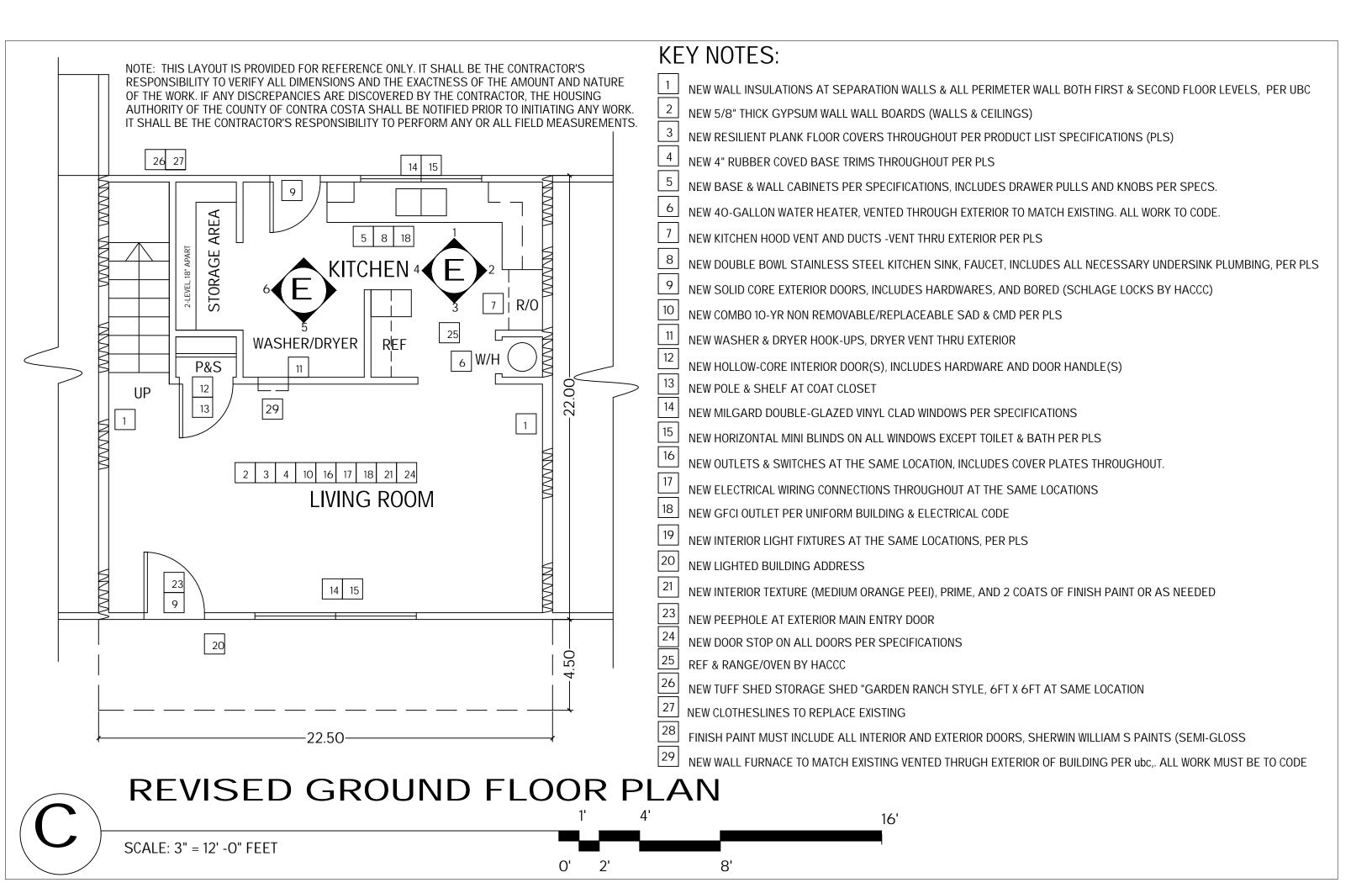
- A. Existing Ground Floor Plan
- B. Existing Second Floor Plan
- C. Revised Ground Floor Plan
- D.Revised Second Floor Plan
- E. Mechanical-Electrical-Plumbing (MEP) Ground & Second Floors
- F. Kitchen Elevations

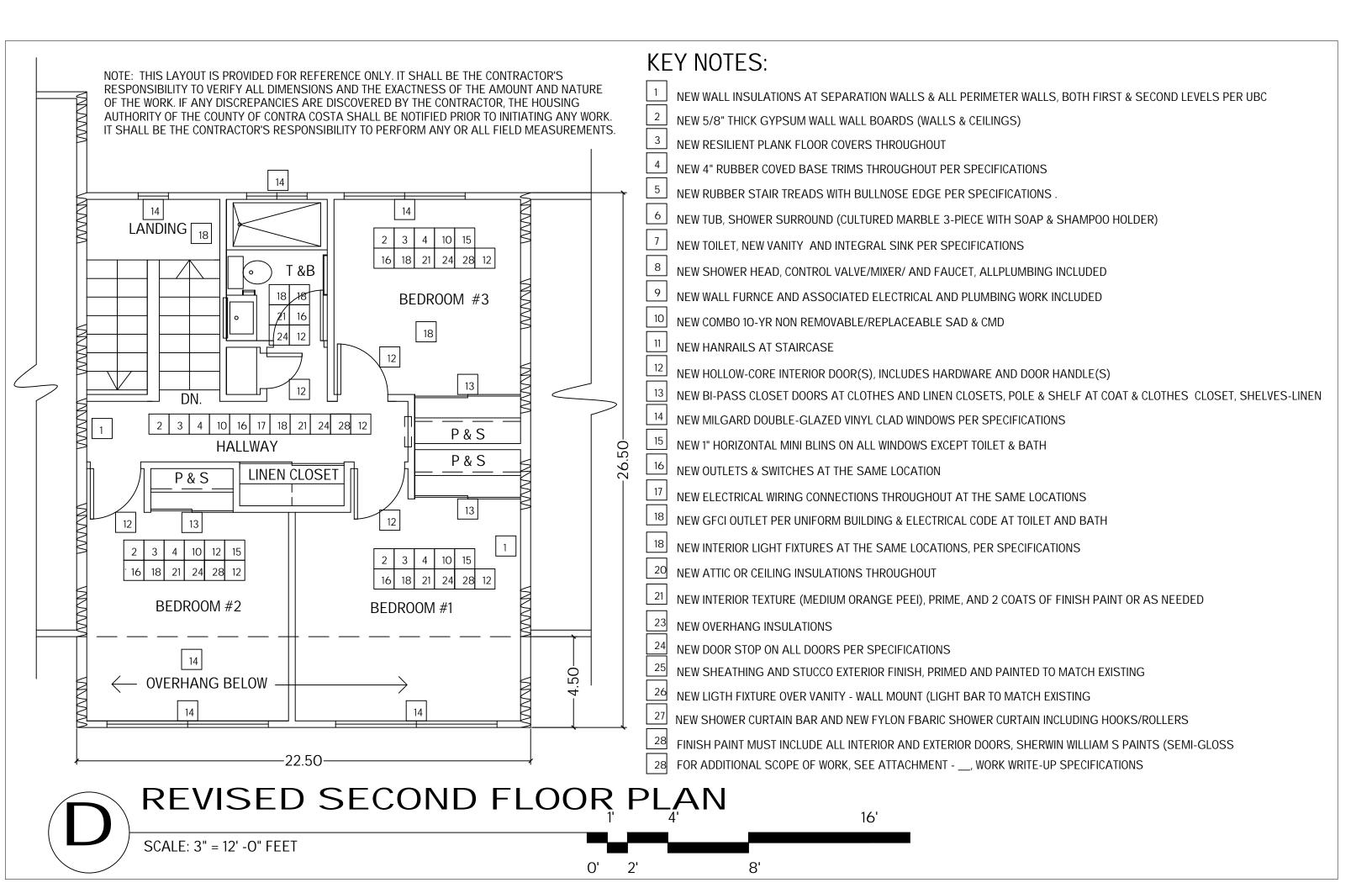


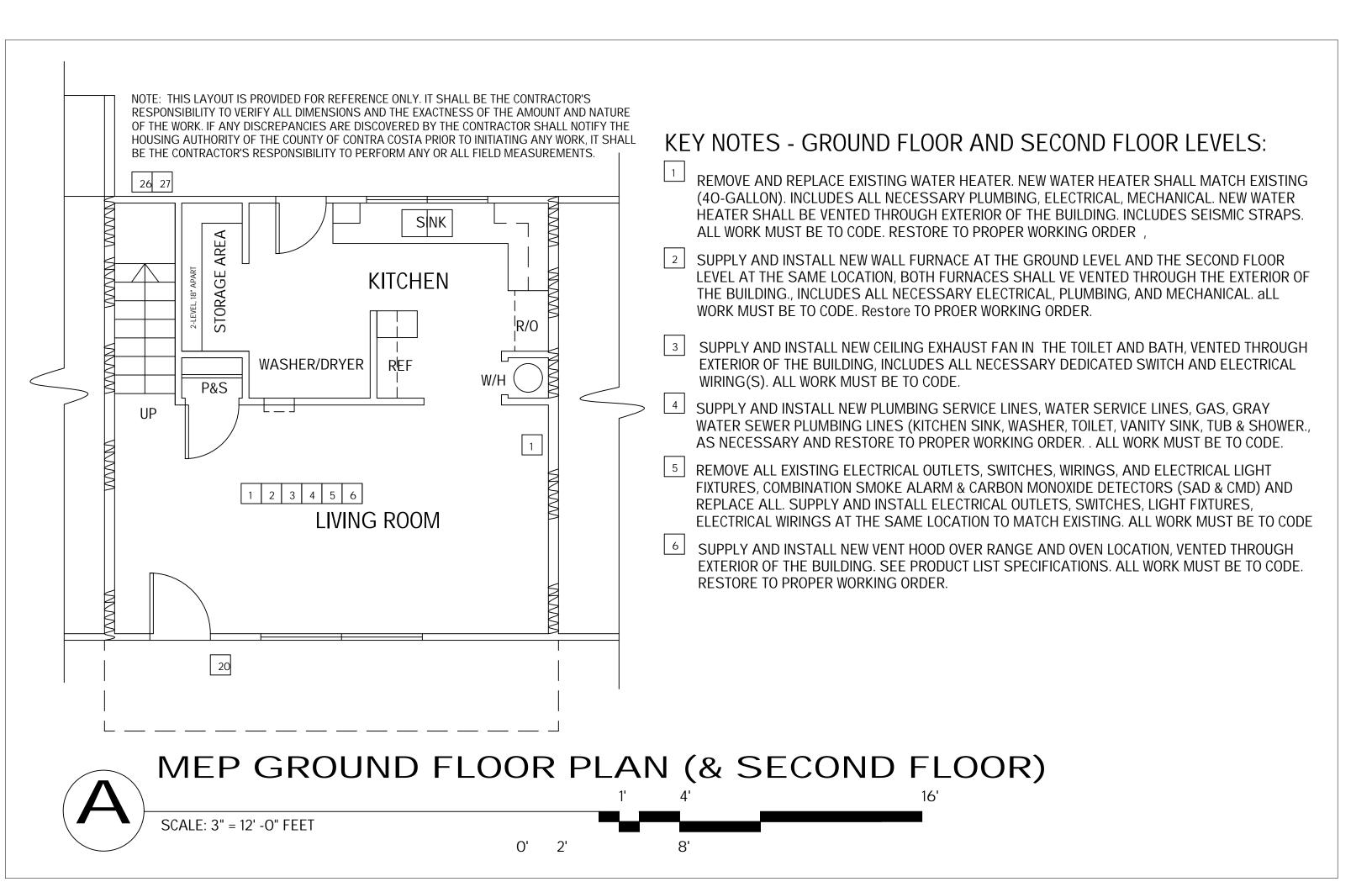


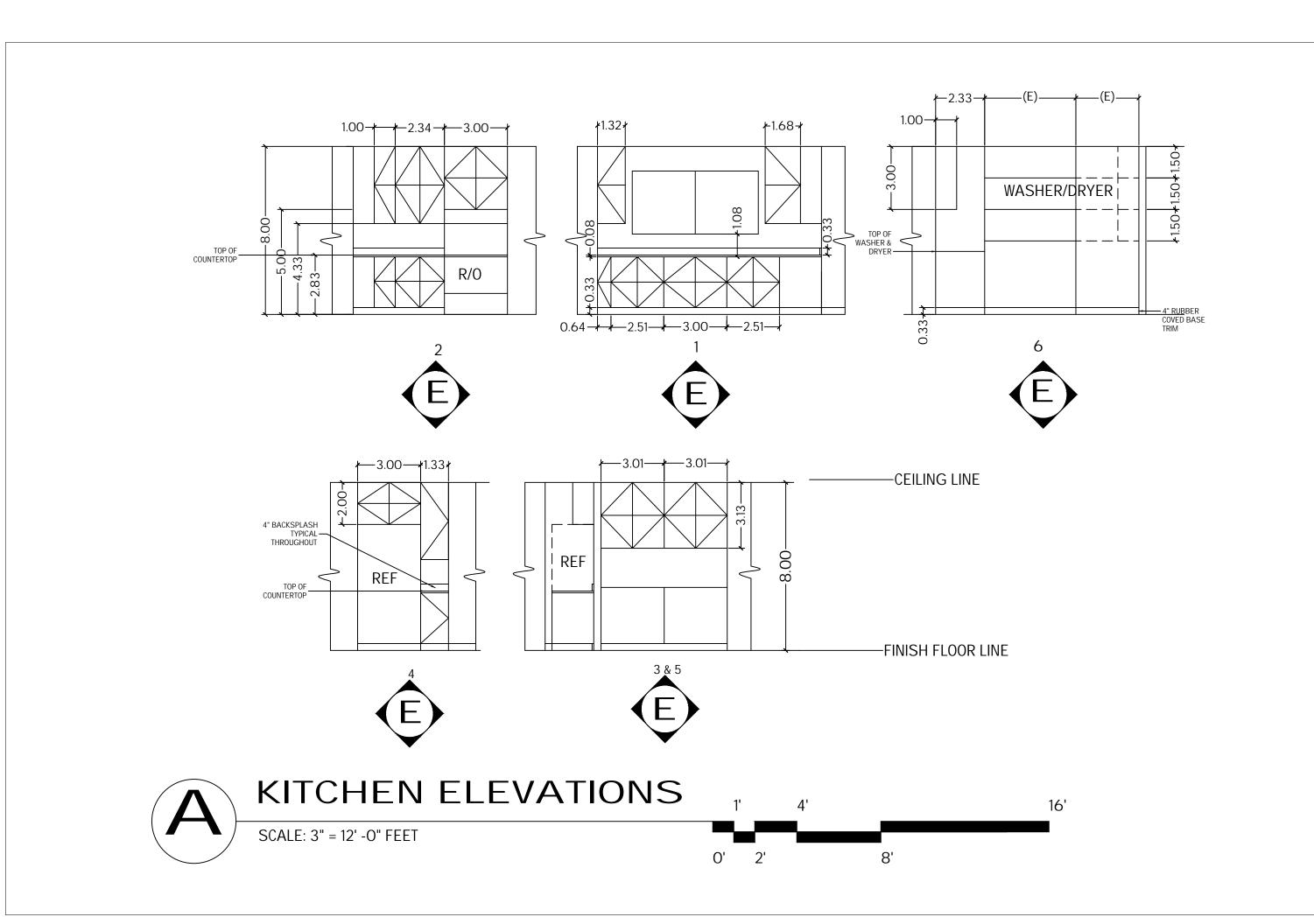












### **ATTACHMENT 5**

### PRODUCT LIST SPECIFICATIONS





# BAYO VISTA PUBLIC HOUSING DEVELOPMENT INTERIOR MODERNIZATION – PRODUCT LIST

ltem	Product Name, Data	HD Supply Cat # (If Applicable)
Windows	Milgard, dual glazed white frame, retrofit	
Int. Prehung Doors	Prehung hollow-core – sized and hinged as required	HD#30"=111003 28"=112001 (or similar)
Interior Paint	Sherwin Williams, semi-gloss latex, Bone White & Oxford Brown	
Floor Tile (VCT)	12X12X3/32" 51858 Armstrong = only for repair 6x36' Plank = Home Depot or S&N Flooring	
Underlayment (thickness)	Varies ½ - 5/8"	
Rubber Base	4" x 4' Vinyl Cove Base, Almond Brown/Black	471476 – 159.20
Smoke/CM Detectors	BRK 9V Lithium battery smoke/CM combo	353330 – 60.17
Interior Light	Kitchen fixture LED	HD 326885
Fixtures	26W fixture 2ea bulb LED	HD 326462
Screen/security Doors	Magnum series 30" and 36" Black	HD #848460
Kitchen Cabinets	American Classics, prefinished modular	Home Depot
Kitchen Countertop	Plastic laminate, with 4" integral coved backsplash	Home Depot
Kitchen Sink	Double bowl, 22"x33", S.S. 3-hole, 6" depth, satin fin.	#837445
Kitchen Faucets	Delta Single Handle Faucet	HD #445030
Kitchen Hood Fan	Braun 30" white vented	HD #281375
Water Heater 1- 2 Br.	AC Smith gas water heater 30 Gal, BU430T6FRN	#100351144
Water Heater 3 Br.	Bradford White gas water heater 40Gal, BU440T6FRN	#754145
Wall Heaters	Williams 35K BTU, W2509622A	#259303
Mini blinds	1" vinyl mini blinds white 72"X60"	HD #527244

	1" vinyl mini blinds white 48"X60"	HD #527243
	Manufacturer: ROPPE HD Supply	
Black Vinyl Round Nose	Make or Model: Vinyl Stair Treads #17	HD #539776
Rubber Stair Treads	Quantity: 10/box or case	\$25.92 2-3 weeks Delivery
	Color: Brown	
	Home Depot	
Interior Door	Passage Satin Chrome	HD #226999
Hardware	Privacy Satin Chrome	HD #913915
Bath Vanity and	24W X 18-1/2D X 31-1/2 H white-one door	HD #404031
Тор	CM top, white	HD #404378
Bath fixtures	Bathroom fixture LED	HD #326957
Bath Faucets	Delta Single Handle Faucet	HD #401732
Angle Stops	5/8X3/8" OD compression quarter turn	HD #548710
	Gerber Ultra Flush Pressure Assist Toilet Tank	Graninger #
Toilet		Tank 29VL39
	Gerber Ultra Flush Pressure Assist Toilet Bowl 17' High Elongated	Bowl 55DL92
Bathtub Splash Guards	White Bathtub Splash Guards	HD#405210
Outlet/Switch	Receptacle Wall Plates	#326052
Cover Plates	Switch Plate Cover	#328022
	Double gang Switch Plates	#329272
Doorstops	Brass Finish Doorstop	# 806390
3-piece Tub and Shower Surround	Standard Unit Tub Surround: Manufactured by the Swan Corporation, Model #GN-58, three panel Veritek natural gloss composite, 58" high, tub surround system, white in color, minimum uniform thickness of 0.080", with molded in soap dish. No substitution.	The Swan Corporation: Model #GN-58

	Provide window trim kit model #WTK-1 at all windows located in bathroom.	#WTK-1

### **ATTACHMENT 6**

Health and Safety code, Smoke Alarm and Carbon Monoxide Detectors – Contra Costa County







### RESIDENTIAL SMOKE & CARBON MONOXIDE ALARMS

### BUILDING INSPECTION REQUIREMENTS

Following are general requirements for the installation of smoke alarms and carbon monoxide alarms in residential buildings based on the 2022 California Building Code, 2022 California Residential Code, and the 2022 California Fire Code. Please contact the Building Inspection Division for any questions or additional information.

#### New Construction and Additions

In new construction and additions, required smoke alarms and carbon monoxide alarms shall receive their primary power from the permanent building electrical power system. Where two or more smoke alarms or carbon monoxide alarms are required, they shall be interconnected in such a manner that actuation of one shall cause actuation of all detectors in the dwelling unit. (CBC 907.2.11, CRC R314, CRC R315)

All new electrical outlets (including smoke alarms, carbon monoxide alarms, receptacles, switches, lighting, etc.) shall be on circuits protected with a combination arc-fault circuit interrupter. (CEC 210.12)

#### Remodeled Dwelling Units

When a permit is required for any repair, alteration, or addition, smoke alarms and carbon monoxide alarms shall be installed in accordance with the following location and maintenance provisions. In existing dwelling units, smoke alarms and carbon monoxide alarms may be solely battery operated in the following circumstances (CBC 907.2.11, CRC R314, CRC R315):

- No construction is taking place.
- There is no commercial power source.
- Interior wall or ceiling finishes are not removed.
- Scope of work is limited to the exterior of the residence.

Rooms/Spaces that Require Smoke Alarms and Carbon Monoxide Alarms:

Room/Space	Smoke Alarm Required? (CBC 907.2 and CRC R314)	Carbon Monoxide Alarm Required? (CBC 907.2 & CRC R315)
Outside of each separate sleeping area in the immediate vicinity of bedrooms (i.e. hallway)	Yes	Yes
In each sleeping room	Yes	No
In each sleeping room with fuel burning appliance	Yes	Yes
In each story within a dwelling unit, including basements	Yes	Yes
In enclosed common stairwells of apartment complexes and other multiple-dwelling complexes	Yes	No
In a group R-3.1 (i.e. adult residential facilities), in addition to the above, smoke alarms shall be provided throughout the habitable areas of the dwelling unit except kitchens	Yes	No

### Smoke Alarm and Carbon Monoxide Alarm Device Location

### Smoke and Monoxide Alarms (CBC 907.2.11, CRC 314.3, CRC 315.1)

**Smoke alarms** shall be installed per manufacturer's installation instructions in all sleeping rooms, each area/hallway adjacent to sleeping rooms, each story of the building, and in any basement. All battery powered smoke alarms shall have a 10-year battery.

**Carbon monoxide alarms** shall be installed per manufacturer's installation instructions in each area/hallway adjacent to sleeping rooms, each bedroom containing (or opening to a bathroom containing) a fuel burning appliance, each story of the building, and any basement. Carbon monoxide alarms are not required if there is no fuel-burning appliance or fire place, and the garage is detached from the house.

#### Maintenance

The owner shall be responsible for testing and maintaining detectors in hotels, motels, lodging houses, and common stairwells of apartment complexes and other multiple dwelling complexes. The smoke alarm shall be operable at the time that the tenant takes possession. The apartment complex tenant shall be responsible for notifying the manager or owner if the tenant becomes aware of an inoperable smoke alarm within his or her unit. The owner or authorized agent shall correct any reported deficiencies in the smoke alarm and shall not be in violation of this section for a deficient smoke alarm when he or she has not received notice of the deficiency. (CRC R314.8.2 and California Health and Safety Code 13113.7)

### Smoke Alarm Batteries and Replacement

All newly installed smoke alarms shall have a 10-year battery. Smoke alarms shall be replaced 10 years from the date of manufacture marked on the unit. (SB 745, 2014)

### **HEALTH AND SAFETY CODE - SMOKE DETECTOR 13114**

State of California Health and Safety Code additional following requirements:

- 13114. (a) The State Fire Marshal, with the advice of the State Board of Fire Services, shall adopt regulations and standards as he or she may determine to be necessary to control the quality and installation of fire alarm systems and fire alarm devices marketed, distributed, offered for sale, or sold in this state.
- (b) (1) No person shall market, distribute, offer for sale, or sell any fire alarm system or fire alarm device in this state unless the system or device has been approved and listed by the State Fire Marshal.
- (2) (A) Commencing January 1, 2014, in order to be approved and listed by the State Fire Marshal, a smoke alarm shall display the date of manufacture on the device, provide a place on the device where the date of installation can be written, incorporate a hush feature, incorporate an end-of-life feature that provides notice that the device needs to be replaced, and, if battery operated, contain a nonreplaceable, nonremovable battery that is capable of powering the smoke alarm for a minimum of 10 years.

### **ATTACHMENT 7**

Form HUD-5370-EZ (1/2014), General Contract Conditions for Small Construction/Development Contracts





### **General Contract Conditions for Small Construction/Development Contracts**

U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB Approval No. 2577-0157 (exp. 11/30/2023)

### See Page 7 for Burden Statement

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$2,000 but not more than \$250,000.

#### 1. Definitions

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

#### 2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

#### 3. Disputes

- (a) Except for disputes arising under the Labor Standards clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d)The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

#### 4. Default

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

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if —
  - (1)The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
  - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

#### 5. Termination for Convenience

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

#### 6. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.

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

### 7. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

- do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.
- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

#### 8. Changes

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

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2)Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3)Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

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

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

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

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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

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

### 11. Energy Efficiency

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

#### 12. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract
- 13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)
- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) .Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.
- 14. Labor Standards Davis-Bacon and Related Acts
- (a) Minimum Wages.
  - (1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in

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

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

- the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
  - (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
    - (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
    - (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract
  - (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
  - (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

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

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
  - (1)By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (2)No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

- contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (1) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.
- (m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
  - (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
  - (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S.
     Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
  - (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 7575. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in so licitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

## Quotations for Small Purchases (QSP) NO. QSP-25175-332A Fire Damaged Repair Project, Unit 740 CA011010, Bayo Vista Public Housing Development Unit 740, 1212 Mariposa St, Rodeo CA 94572

## **ATTACHMENT 8**

## SECTION 3 CLAUSE 24 CFR135





# Housing Authority of the County of Contra Costa



SECTION 3 POLICY GUIDE

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#### I. Introduction

The Housing Authority of the Conty of Contra Costa has compiled this Section 3 Policy Guide to assist contractors and subcontractors in complying with the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992 (hereafter "Section 3").

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

#### II. Definitions

#### 1. Section 3 Worker:

- a. A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:
- b. The worker's income for the previous or annualized calendar year is below the income limit established by HUD;
- c. The worker is employed by a Section 3 business concern; or
- d. The worker is a YouthBuild participant.

#### 2. Targeted Section 3 Worker:

- a. A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who:
  - i. is employed by a Section 3 business concern; or
  - ii. currently fits or when hired fits at least one of the following categories, as documented within the past five years:
  - iii. A resident of public housing or Section 8-assisted housing;
  - iv. A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
  - v. A YouthBuild participant

#### 3. Section 3 Business Concern:

- a. A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:
  - i. At least 51 percent owned and controlled by low- or very low-income persons
  - ii. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
  - iii. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

- (i) Low- and very low-income: Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from: <a href="https://www.huduser.gov/portal/datasets/il.html">https://www.huduser.gov/portal/datasets/il.html</a>
- (ii) YouthBuild: YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school. YouthBuild participants learn vocational skills in construction, as well as in other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods. The Division of Youth Services within the Employment and Training Administration's Office of Workforce Investment at the U.S. Department of Labor administers the YouthBuild program. Each year, more than 6,000 youth participate in approximately 210 YouthBuild programs in more than 40 states. More information can be found here: https://www.dol.gov/agencies/eta/youth/youthbuild
- (iii) Section 3 project: Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z–1 or 1701z–2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 et seq.,; and/or the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.). (See Question 12 of this part I of these FAQs for more detail regarding Lead Hazard Control and Healthy Homes programs.) The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing. The requirements of Part 75 apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.
- (iv) Section 3 funding: A recipient is any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization. It does not include contractors or any intended beneficiary under the HUD program to which Section 3 applies, such as a homeowner or a Section 3 worker.
- (v) Safe Harbor: Recipients will be considered to have complied with the Section 3 requirements and met the safe harbor, in the absence of evidence to the contrary, if they certify that they have followed the required prioritization of effort and met or exceeded the applicable Section 3 benchmarks. If a recipient agency or contractor does not meet the benchmark requirements but can provide evidence that they have made a number of qualitative efforts to assist low- and very low-income persons with employment and training opportunities, the recipient or contractor is considered to be in compliance with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

#### III. Applicability

Section 3 applies to all public housing financial assistance funds, regardless of the amount of assistance from HUD. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. There is no threshold for public housing agencies who received federal funding.

- 1. Public Housing Financial Assistance:
  - a. Development assistance provided pursuant to Section 5 of the United States Housing Act of 1937 (the 1937 Act);
  - b. Operations and management assistance provided pursuant to Section 9(e) of the 1937 Act;
  - c. Development, modernization, and management assistance provided pursuant to Section 9(d) of the 1937 Act; and
  - d. The entirety of a mixed-finance development project as described in 24 C.F.R. 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in subsections (i) through (iii).
- 2. Community Development Assistance:
  - a. Housing and Community Development Financial Assistance expended for housing rehabilitation, housing construction, or other public construction.
- 3. Section 3 also applies to projects with more than \$200,000 in funding from housing and community development financial assistance programs. The following is a list of examples of such funds:
  - a. Community Development Block Grant (CDBG)
  - b. HOME Investment Partnership
  - c. Housing Trust Fund (HTF)
  - d. Neighborhood Stabilization Program Grants (NSP 1, 2 & 3)
  - e. Housing Opportunities for Persons with AIDS (HOPWA)
  - f. Emergency Solutions Grants (ESG)
  - g. University Partnership Grants
  - h. Economic Stimulus Funds
  - i. 202/811 Grants
  - j. Lead Hazard Control Grants (\$100,000 threshold; see Question 12, above, in this part I of these FAQs)
  - k. Healthy Homes Production Grants (\$100,000 threshold; see Question 12, above, in this part I)
  - l. Rental Assistance Demonstration (RAD) (see most recent RAD Notice, found through HUD's RAD website, www.hud.gov/rad/)

<sup>\*</sup>Note: The requirements of Section 3 typically apply to recipients of HUD funds that will be used for housing construction, rehabilitation, or other public construction. Contact <a href="Section3@hud.gov">Section3@hud.gov</a> to determine applicability to a particular project/activity.

#### 1. Non-HUD Assistance programs:

a. Section 3 applies to projects that are fully or partially funded with HUD financial assistance. Projects that are financed with state, local or private matching or leveraged funds used in conjunction with HUD funds are covered by Section 3 if the amount of HUD funding for the project exceeds the regulatory thresholds.

#### 2. Professional service contracts:

a. Professional service contracts for non-construction services that require an advanced degree or professional licensing are not required to be reported as a part of total Section 3 labor hours. However, this exclusion does not cover all non-construction services

#### 3. CDBG Entitlement recipients:

a. If the recipient intends to use its HUD grant to perform housing construction, rehabilitation, or other public construction and the total HUD assistance to the project exceeds \$200,000, then Section 3 applies to the project.

#### IV. Benchmark Requirements

Section 3 Workers must make up 25% of the total number of labor hours worked by all workers and Targeted Section 3 Workers make up 5% of the total number of labor hours worked by all workers. The Section 3 benchmarks are minimum targets that must be reached in order for HUD and Raise Up to consider a recipient in compliance. Recipient agencies are required to make best efforts, or to the greatest extent feasible, to achieve the benchmarks required for the number of labor hours performed by both Section 3 workers and Targeted Section 3 workers.

Recipients will be considered to have complied with the Section 3 requirements and met the safe harbor, in the absence of evidence to the contrary, if they certify that they have followed the required prioritization of effort and met or exceeded the applicable Section 3 benchmarks.

If a recipient agency or contractor does not meet the benchmark requirements but can provide evidence that they have made a number of qualitative efforts to assist low- and very low-income persons with employment and training opportunities, the recipient or contractor is considered to be in compliance with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

- 1. Raise Up adheres to HUD's benchmarks requiring:
  - a. Section 3 Workers make up 25% of the total number of labor hours worked by all workers.
  - b. Targeted Section 3 Workers make up 5% of the total number of labor hours worked by all workers.
- 2. Recipients shall make additional qualitative efforts to provide training and technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, career coaching, application assistance).

#### V. Reporting & Compliance Requirements

Raise Up requires recipients to report the following benchmark data:

- 1. the total number of labor hours worked,
- 2. the total number of labor hours worked by Section 3 workers, and
- 3. the total number of labor hours worked by Targeted Section 3 workers.
- 4. Legacy Contracts:
  - a. Contracts executed or projects for which assistance or funds were committed prior to November 30, 2020 are still required to adhere to the requirements of the old rule. Recipients of such assistance or funds will still be expected to maintain records of Section 3 statutory, regulatory, and contractual compliance but will no longer be required to report Section 3 compliance to HUD in SPEARS.

#### 5. New Rule Contracts:

a. Contracts executed or projects for which assistance or funds were committed after November 30, 2020, must follow the reporting standards of this policy guide

### VI. Reporting Requirements

- 1. Raise Up requires all recipients to provide:
  - a. the total number of labor hours worked,
  - b. the total number of labor hours worked by Section 3 workers, and
  - c. the total number of labor hours worked by Targeted Section 3 workers.
- 2. Raise Up requires all recipients to input data for all projects through a designated data management program. Recipients must submit data reports within 10 days from the end of the set quarterly reporting timeframes.
- 3. Raise Up requires all recipients to produce relevant documents related to labor hours reporting metrics and business certification, upon requests, within 14 days.
- 4. Recipients are required to ensure their own compliance and the compliance of their subcontractors with the Section 3 regulations, as outlined at 24 C.F.R. part 75. These responsibilities include but are not limited to the following:
  - a. Designing and implementing procedures to comply with the requirements of Section 3
  - b. Facilitating the training and employment of Section 3 workers
  - c. Ensuring Compliance and Meeting Numerical Benchmarks
  - d. Meet Raise Up Reporting Requirements and respond to documentation production request(s)

## VII. Record Keeping Requirements

- 1. Recipients must follow the recordkeeping requirements found at 24 C.F.R. § 75.31. Recipients are required to maintain documentation to demonstrate compliance with the regulations and are responsible for requiring their contractors/subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers, Targeted Section 3 workers, and any qualitative efforts to comply with Section 3. Examples of documentation can be found in 24 C.F.R. §75.31.
- 2. Recipients must follow 2 C.F.R. Part 200 (as referred to in 24 C.F.R. §75.31) that establishes three (3) years, see applicable excerpt below:
  - a. 2 C.F.R. § 200.334
  - b. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities.
- 3. The only exceptions are the following:
  - a. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
  - b. When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
  - c. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
  - d. When records are transferred to or maintained by the Federal awarding agency or pass-through

- entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- e. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- f. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
- g. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
- h. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3- year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

#### **VIII. Retention Policy**

- 1. Raise Up must follow the State of Ohio's general records retention laws that establishes five (5) years as the minimum retention records for these documents, subject to the exceptions listed in 2 C.F.R. § 200.334, see above.
- 2. Section 3 Worker and Section 3 Target Worker Eligibility
- 3. A recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established. A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:
  - a. The worker's income for the previous or annualized calendar year is below the income limit established by HUD (see Question 6 of this part I of these FAQs, below);
  - b. The worker is employed by a Section 3 business concern (see Question 5 of part I, below); or
  - c. The worker is a YouthBuild participant.
- 4. A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who:
  - a. is employed by a Section 3 business concern; or
  - b. currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - c. A resident of public housing or Section 8-assisted housing;
  - d. A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
  - e. A YouthBuild participant.
- 5. There are many ways that a worker can be certified as either a Section 3 Worker or Targeted Section 3 Worker under 24 C.F.R. part 75:
  - a. For a worker to qualify as a Section 3 worker, one of the following must be maintained:
  - b. A worker's self-certification that their income is below the income limit from the prior calendar year;
  - c. A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing:
  - d. Certification from a PHA, or the owner or property manager of project-based Section 8- assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a

- participant in one of their programs;
- e. An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
- f. An employer's certification that the worker is employed by a Section 3 business concern.
- 1. For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:
  - a. For Public Housing Financial Assistance projects:
  - b. A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
  - c. Certification from a PHA, or the owner or property manager of project-based Section 8- assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
  - d. An employer's certification that the worker is employed by a Section 3 business concern; or
  - e. A worker's certification that the worker is a YouthBuild participant.

## IX. Eligibility Requirements

- 1. Raise Up will accept various forms of evidence to establish Section 3 eligibility documentation which includes, but is not limited to the following:
  - a. Proof of residency in a public housing project.
  - b. Evidence of participation in the YouthBuild program.
  - c. Certification from the worker's employee.
  - d. Other income/employment evidence as determined by Raise Up on a case-by-case basis.
- 1. Business Concern Eligibility
  - a. A Section 3 business concern can be any type of business, such as a sole proprietorship, partnership, limited liability company, or a corporation, properly licensed and meeting all legal requirements to perform the contract under consideration.
- 1. Business Concern Certification:
  - a. Prospective Section 3 workers and business concerns must self-certify that they meet the requirements as defined in the regulations by submitting a business concern application to Raise Up. HUD recipients, contractors and subcontractors may also establish their own system to certify Section 3 workers and business concerns. The business seeking the preference must be able to demonstrate that they meet one of the following criteria:
    - i. At least 51 percent owned and controlled by low- or very low-income persons;
    - ii. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
    - iii. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- 1. Non-profit organizations:
  - a. A non-profit organization can be a business concern.
  - b. Non-profit organizations must meet the criteria of a Section 3 business concern as defined at 24 C.F.R. § 75.5 in order to receive Section 3 preference.
- 2. Bid Preferences:
  - a. In order to meet the requirements for a bidding preference under Section 3, the business applicant must:
    - i. (1) self-certify that the company is a business concern, as defined by meeting one of the three standards of certification;
    - ii. (2) submit a business application to Raise Up stating the self-certification and standards met

- under Section 3 rules; and
- iii. (3) receive certification approval from the Raise Up Section 3 Coordinator, Compliance Manager or their designee.
- 3. Facilitating the award of contracts to Section 3 business concerns:
  - a. Raise Up may work to link developers and contractors with capable Section 3 business concerns. Additionally, recipient agencies, when necessary, may direct Section 3 business concerns to organizations that provide capacity-building training.

#### 4. Entitlements:

a. Section 3 is not an entitlement program; therefore, employment and contracts are not guaranteed. Lowand very low-income individuals and Section 3 business concerns must be able to demonstrate that they have the ability or capacity to perform the specific job or successfully complete the contract that they are seeking. Recipients, developers, and contractors are required, to the greatest extent feasible, to direct employment opportunities to low- and very low-income persons, including seasonal and temporary employment opportunities.

#### X. Non-Compliance

- 1. Qualitative Efforts:
  - a. If reporting indicates that the agency has not met the Section 3 benchmarks, recipient must report in a method prescribed by Raise Up on the qualitative nature of its activities pursued per 24.
  - b. C.F.R. § 75.15(b) and § 75.25(b).
- 2. Such qualitative efforts may, for example, include but are not limited to the following:
  - a. Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
  - b. Provided training or apprenticeship opportunities.
  - c. Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
  - d. Provided or connected Section 3 workers with assistance in seeking employment including:
    - i. drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
  - e. Held one or more job fairs.
  - f. Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
  - g. Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
  - h. Assisted Section 3 workers to obtain financial literacy training and/or coaching.
  - i. Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
  - j. Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
  - k. Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
  - 1. Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
  - m. Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
  - n. Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act

#### 3. Complaints:

a. Complaints alleging failure of compliance with 24 C.F.R. § 75 may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

#### XI. Section 3 Contract Clause

1. All section 3 covered contracts shall include the following clause (referred as the section 3 clause):

The successful bidder (contractor), and bidder's subcontractors, are bound by the Section 3 Clause and must be included in all subcontractor agreements.

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

The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

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

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 75.

Non-compliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

## Quotations for Small Purchases (QSP) NO. QSP-25175-332A Fire Damaged Repair Project, Unit 740 CA011010, Bayo Vista Public Housing Development Unit 740, 1212 Mariposa St, Rodeo CA 94572

## **ATTACHMENT 9**

Applicable HUD Wage Rate





"General Decision Number: CA20250019 09/19/2025

Superseded General Decision Number: CA20240019

State: California

Construction Type: Residential

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

Counties in California.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- l. Executive Order 14026 generally applies to the contract.
- all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on |. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

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

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	01/24/2025
3	02/21/2025
4	02/28/2025
5	03/07/2025
6	03/14/2025
7	03/21/2025
8	05/23/2025
9	06/06/2025
10	06/13/2025
11	06/27/2025
12	07/04/2025
13	07/11/2025
14	07/18/2025
15	08/01/2025
16	08/08/2025
17	08/15/2025
18	08/22/2025
19	09/05/2025
20	09/19/2025

#### ASBE0016-002 01/01/2024

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

AREA 2: EL DORADO, MONTEREY, PLACER, SACRAMENTO, SAN BENITO, SANTA CRUZ, SOLANO, SONOMA, SUTTER, YOLO, & YUBA COUNTIES

Rates Fringes

Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)

Area	1\$	84.76	25.07
Area	2\$	64.56	25.07

ASBE0016-009 05/01/2024

AREA 1: EL DORADO, MONTEREY, PLACER, SACRAMENTO, SAN BENITO, SANTA CRUZ, SOLANO, SANOMA, SUTTER, YOLO & YUBA COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, MARIN, NAPA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

Rates Fringes

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

Area 1		11.40 9.27
BRCA0003-001 08/01/2024		
	Rates	Fringes
MARBLE FINISHER	\$ 42.06	19.80
BRCA0003-002 05/01/2024		
	Rates	Fringes
BRICKLAYER ( 7) Marin, Napa, San Francisco, San Mateo,	4	
Solano, Sonoma ( 8) Alameda, Contra Costa, San Benito, Santa	\$ 57.02	28.50
Clara ( 9) El Dorado, Placer,		26.28
Sacramento, Sutter(16) Monterey, Santa Cruz		25.01 27.82
SPECIALTY PAY:  (A) Underground work such as to manholes, catch basins, sewer poshall be paid \$1.25 per hour a in direct contact with raw sewa hour in addition to the above.  (B) Operating a saw or grinder above the regular rate.  (C) Gunite nozzle person shall the regular rate.	ipes and teleph bove the regula ge shall receive shall receive	one conduit r rate. Work e \$1.25 per \$1.25 per hour
BRCA0003-007 07/01/2024		
	Rates	Fringes
TERRAZZO FINISHER TERRAZZO WORKER	•	20.98 29.79
FOOTNOTE: Base machine operator	: \$1.00 per hou	r additional.
BRCA0003-009 08/01/2024		
	Rates	Fringes
MARBLE MASON	•	30.31
BRCA0003-012 04/01/2024		
	Rates	Fringes
TILE FINISHER Alameda, Contra Costa, Marin, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa	¢ 27 75	10. 29
Cruz, Solano El Dorado, Placer, Sacramento, Sutter, Yolo,	p 3/./5	19.28
Yuba Sonoma		17.44 19.23

Tile Layer Alameda, Contra Costa,	
Marin, Monterrey, Napa, San Benito, San Francisco,	
San Mateo, Santa Clara,	
Santa Cruz, Solano\$ 59.92 El Dorado, Placer, Sacramento, Sutter, Yolo,	22.62
Yuba\$ 55.55	21.08
Sonoma\$ 56.79	22.54
CARP0022-001 07/01/2023	
San Francisco County	
Rates	Fringes
Carpenters	
Bridge Builder/Highway	22 52
Carpenter\$ 60.39 Hardwood Floorlayer,	33.52
Shingler, Power Saw	
Operator, Steel Scaffold &	
Operator, Steel Scaffold & Steel Shoring Erector, Saw	33.52
Operator, Steel Scaffold &	33.52 33.52

CARP0035-005 07/01/2021

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

AREA 2: Monterey, San Benito & Santa Cruz Counties

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

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	\$ 54.85	31.93
Area 2	\$ 48.97	31.93
Area 4	\$ 48.12	31.93
Drywall Stocker/Scrapper		
Area 1	\$ 27.43	18.58
Area 2	\$ 24.49	18.58
Area 4	\$ 24.07	18.58

CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER  Bridge Builder/Highway  Carpenter	\$ 52.65	30.82
Steel Shoring Erector, Saw Filer Journeyman Carpenter	•	30.82 30.82

Millwright\$	52.75	32.41
CARP0046-001 07/01/2023		
El Dorado (West), Placer (West), Sa	acramento and \	olo Counties
F	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter\$ Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw	60.39	33.52
Filer\$  Journeyman Carpenter\$  Millwright\$	54.51	33.52 33.52 35.11
Footnote: Placer County (West) in including Highway 49 and El Dorac territory West of and including Finside the city limits of Placery	do County (West Highway 49 and	t) includes
CARP0046-003 07/01/2023		
El Dorado (East), Placer (East), Su	utter and Yuba	Counties
F	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter\$ Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw	60.39	33.52
Filer\$ Journeyman Carpenter\$ Millwright\$	53.16	33.52 33.52 35.11
CARP0152-001 07/01/2020		
Contra Costa County		
•	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter\$		30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$ Journeyman Carpenter\$	52.80	30.82 30.82 30.82
Millwright\$	52.75	32.41
CARP0180-001 07/01/2021		
Solano County		

Rates

Fringes

Carpenters Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw	.\$ 54.85	31.49
Filer	.\$ 54.85 .\$ 54.95	31.49 31.49 33.08
CARP0217-001 07/01/2023		
San Mateo County		
	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &	.\$ 60.39	33.52
Steel Shoring Erector, Saw Filer Journeyman Carpenter Millwright	.\$ 60.39	33.52 33.52 35.11
CARP0405-001 07/01/2021		
Santa Clara County		
	Rates	Fringes
Carpenters  Bridge Builder/Highway	Rates	Fringes
Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &		Fringes 31.49
Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	.\$ 54.85 .\$ 55.00	-
Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer Journeyman Carpenter	.\$ 54.85 .\$ 55.00 .\$ 54.85	31.49 31.49 31.49
Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	.\$ 54.85 .\$ 55.00 .\$ 54.85 .\$ 54.95	31.49 31.49 31.49 33.08
Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer Journeyman Carpenter Millwright	.\$ 54.85 .\$ 55.00 .\$ 54.85 .\$ 54.95	31.49 31.49 31.49 33.08
Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer Journeyman Carpenter Millwright CARP0405-002 07/01/2021	.\$ 54.85 .\$ 55.00 .\$ 54.85 .\$ 54.95	31.49 31.49 31.49 33.08
Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer Journeyman Carpenter Millwright  CARP0405-002 07/01/2021  San Benito County  Carpenters Bridge Builder/Highway Carpenter	.\$ 54.85 .\$ 55.00 .\$ 54.85 .\$ 54.95	31.49 31.49 31.49 33.08
Bridge Builder/Highway Carpenter	.\$ 54.85  .\$ 55.00 .\$ 54.85 .\$ 54.95  Rates	31.49 31.49 31.49 33.08  Fringes 31.49
Bridge Builder/Highway Carpenter	.\$ 54.85  .\$ 55.00 .\$ 54.85 .\$ 54.95  Rates  .\$ 49.12 .\$ 48.97 .\$ 51.47	31.49 31.49 31.49 33.08 Fringes 31.49 31.49 33.08

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	.\$ 54.85	31.49
Hardwood Floorlayer,		
Shingler, Power Saw Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer	•	31.49
Journeyman Carpenter		31.49
Millwright	•	33.08
CARP0605-001 07/01/2021		
Monterey County		
	Rates	Fringes
Carpenters		
Bridge Builder/Highway	¢	21 40
CarpenterHardwood Floorlayer,	.\$ 54.85	31.49
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer Journeyman Carpenter		31.49 31.49
Millwright		33.08
CARP0713-001 07/01/2021		
Alameda County		
	Rates	Fringes
Carpenters Bridge Builder/Highway		
Carpenter	.\$ 54.85	31.49
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer	.\$ 55.00	31.49
Journeyman Carpenter		31.49
Millwright		33.08
CARROTTA 001 07/01/2021		
CARP0751-001 07/01/2021		
Napa and Sonoma Counties		
	Rates	Fringes
_		
Carpenters Pridge Builden/Highway		
Bridge Builder/Highway Carpenter	.\$ 54.85	31.49
Hardwood Floorlayer,	.,	
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw Filer	\$ 55 00	31.49
Journeyman Carpenter		31.49
Millwright		33.08

#### SAN FRANCISCO COUNTY

F	Rates	Fringes
Sound & Communications		
Installer\$	57.18	3%+27.15
Technician\$	65.76	3%+27.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

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ELEC0006-005 06/01/2025

SAN FRANCISCO COUNTY

Rates Fringes

ELECTRICIAN...... \$ 55.50 3%+23.98

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

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ELEC0006-009 06/01/2024

SAN FRANCISCO COUNTY:

ELEC0234-002 12/23/2024

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES:

Rates Fringes

ELECTRICIAN

Zone	A\$	68.16	31.29
Zone	B\$	74.98	31.50

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

Zone B: Any area outside of Zone A

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ELEC0234-004 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	\$ 47.93	24.09
Technician	\$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

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ELEC0302-002 03/01/2025

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	.\$ 74.54	36.09
ELECTRICIAN	.\$ 66.26	35.84

ELEC0302-004 12/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	\$ 48.44	27.60
Technician	\$ 55.71	27.82

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all

buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

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ELEC0332-002 06/01/2025

SANTA CLARA COUNTY

	Rates	Fringes
ELECTRICIAN	\$ 47.35	23.49

ELEC0332-004 12/01/2024

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	\$ 56.68	28.35
Technician	\$ 65.18	28.61

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

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ELEC0340-001 02/01/2016

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

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

ELEC0340-004 03/01/2025

COLUSA, PLACER, SUTTER, YOLO AND YUBA COUNTIES

F	Rates	Fringes
Sound & Communications		
Installer\$	40.00	25.50
Technician\$	46.00	25.68

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

function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

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ELEC0401-006 01/01/2021

#### EL DORADO AND PLACER COUNTIES

יו	laces	i i Tiiges
ELECTRICIAN\$	31.88	3%+7.50

ZONE PAY:

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

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ELEC0551-003 12/01/2024

MARIN AND SONOMA COUNTIES:

	Rates	Fringes	
ELECTRICIAN	\$ 40.00	22.35	

ELEC0595-004 06/01/2025

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER		3%+46.79
ELECTRICIAN	76.00	3%+46.79

ELEC0595-007 12/01/2024

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	\$ 56.68	3%+26.65
Technician	\$ 65.18	3%+26.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

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#### ELEC0617-002 06/01/2025

#### SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	.\$ 86.00	51.07
ELEVAGO GO1 G1/G1/202E		

ELEV0008-001 01/01/2025

Rates Fringes
ELEVATOR MECHANIC......\$ 84.05 38.435+a+b

#### FOOTNOTE:

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

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ENGI0003-009 06/29/2020

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

""AREA 1"" WAGE RATES ARE LISTED BELOW

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

SEE AREA DESCRIPTIONS BELOW

		Rates	Fringes
OPERATOR: (AREA 1:)	Power Equipment		
GROUP	1	\$ 51.42	31.15
GROUP	2	\$ 49.89	31.15
	3	_	31.15
GROUP	4	\$ 47.03	31.15
GROUP	5	\$ 45.76	31.15
GROUP	6	\$ 44.44	31.15
GROUP	7	\$ 43.30	31.15
GROUP	8	\$ 42.16	31.15
GROUP	8-A	\$ 39.95	31.15
OPERATOR:	Power Equipment		
	d Attachments -		
AREA 1:)			
GROUP	1		
Cran	es	\$ 52.30	31.15
Oile	r	\$ 43.79	31.15
Truc	k crane oiler	\$ 46.08	31.15
GROUP	2		
Cran	es	\$ 50.54	31.15
Oile	r	\$ 42.83	31.15
Truc	k crane oiler	\$ 45.07	31.15
GROUP	3		
Cran	es	\$ 48.80	31.15
Hydra	aulic	\$ 44.44	31.15
Oile	r	\$ 42.55	31.15

Truck crane oiler	\$ 44.83	31.15
GROUP 4		
Cranes	\$ 45.76	31.15

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

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller;

Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boomtype backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self- propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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#### ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

#### AREA DESCRIPTIONS:

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

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

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

#### **ELDORADO COUNTY:**

Area 1: North Central part

Area 2: Remainder

#### MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

#### PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

#### PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

#### SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

#### SIERRA COUNTY:

Area 1: Western part Area 2: Remainder

#### SISKIYOU COUNTY:

Area 1: Central part Area 2: Remainder

#### SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

#### TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity

Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with

Shasta County Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

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ENGI0003-010 06/26/2017

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

""AREA 1"" WAGE RATES ARE LISTED BELOW

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

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
ODERATOR: Dougn Equipment		
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	¢ //3 25	30.39
GROUP 2	· · · · · · · · · · · · · · · · · · ·	30.39
GROUP 3	•	30.39
GROUP 4	•	30.39
GROUP 5	•	30.39
GROUP 6	•	30.39
GROUP 7		30.39
GROUP 8		30.39
GROUP 8-A	\$ 32.30	30.39
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes	\$ 44.85	28.03
Oiler	\$ 35.59	28.03
Truck crane oiler	\$ 38.05	28.03
GROUP 2		
Cranes	•	28.03
Oiler		28.03
Truck crane oiler	\$ 37.83	28.03
GROUP 3		
Cranes	•	28.03
Hydraulic		28.03
0iler		28.03
Truck crane oiler	\$ 3/.58	28.03
GROUP 4	¢ 27.00	20.02
Cranes	\$ 3/.86	28.03

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

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

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

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

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

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boomtype backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up

to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self- propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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#### ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting

device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

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#### AREA DESCRIPTIONS:

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

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

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

#### ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

#### MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

#### PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

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#### SEE AREA DESCRIPTIONS BELOW

	ļ	Rates	Fringes
OPERATOR: (LANDSCAPE GROUP	•		
AREA	1\$	55.85	28.56
AREA	2\$	57.85	28.56
GROUP	_		
	1\$		28.56
AREA	2\$	54.25	28.56
GROUP	3		
	1\$		28.56
AREA	2\$	49.64	28.56

#### **GROUP DESCRIPTIONS:**

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long

<sup>\*</sup> ENGI0003-011 06/30/2025

as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

#### AREA DESCRIPTIONS:

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

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

#### **ELDORADO COUNTY:**

Area 1: North Central part

Area 2: Remainder

#### MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

#### PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

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IRON0377-001 01/01/2025

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	\$ 45.78	26.51
Ornamental, Reinforcing		
and Structural	\$ 55.33	35.15

#### PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training

Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

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### IRON0377-003 01/01/2025

#### SAN FRANCISCO CITY and COUNTY

Rat	es Fringes
Ironworkers:	
Fence Erector\$ 45	.78 26.51
Ornamental, Reinforcing	02 25 15
and Structural\$ 55	.83 35.15

### PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

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IRON0433-005 01/01/2025

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	\$ 45.78	26.51
Ornamental, Reinforcing		
and Structural	\$ 50.70	35.15

### PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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### LAB00067-007 07/01/2024

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

AREA 2: EL DORADO, MONTEREY, PLACE, SACRAMENTO, SAN BENITO, SANTA CRUZ, SOLANO, SONOMA, SUTTER, YOLO, AND YUBA COUNTIES:

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
AREA 1	\$ 37.75	29.69
AREA 2	\$ 36.75	29.69

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

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LAB00185-001 06/26/2023

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

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist	\$ 36.20	27.30
GROUP 1		27.30
GROUP 1-a		27.30
GROUP 1-c		27.30
GROUP 1-e		27.30
GROUP 1-f		23.20
GROUP 2		27.30
GROUP 3		27.30
GROUP 4		27.30
Laborers: (GUNITE)		27.50
GROUP 1	\$ 36 46	27.30
GROUP 2		27.30
GROUP 3		27.30
GROUP 4		27.30
Laborers: (WRECKING)	33.23	27.30
GROUP 1	\$ 35 50	27.30
GROUP 2		27.30
Landscape Laborer (GARDENERS,		27.50
HORTICULTURAL & LANDSCAPE		
LABORERS)		
Establishment Warranty		
Period	¢ 28 9/I	27.30
New Construction		27.30
New Construction	··Þ 33.43	27.30

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

### LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes, shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds (underground structures). All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions: A: at demolition site for the salvage of the material. B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job. C: for the cleaning of salvage material at the jobsite or temporary jobsite yard. The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GROUP 2: Nozzleman, Gunman, Potman, Groundman GROUP 3: Reboundman GROUP 4: Gunite laborer WRECKING WORK LABORER CLASSIFICATIONS GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials) GROUP 2: Semi-skilled wrecker (salvaging of other building materials) LABO0185-003 07/01/2023 EL DORADO, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES Rates Fringes LABORER Mason Tender-Brick.....\$ 36.29 LAB00185-007 07/01/2023 EL DORADO, MARIN, NAPA, PLACER, SACRAMENTO, SOLANO, SONOMA, SUTTER, YOLO AND YUBA COUNTIES Rates Fringes Plasterer tender.....\$ 39.77 28.54 Work on a swing stage scaffold: \$1.00 per hour additional. LAB00261-001 06/26/2023 MARIN, SAN FRANCISCO, AND SAN MATEO COUNTIES Rates Fringes Laborers: (CONSTRUCTION CRAFT LABORERS) Construction Specialist.....\$ 37.20 27.30 GROUP 1.....\$ 36.50 27.30 GROUP 1-a....\$ 36.72 27.30 GROUP 1-c....\$ 36.55 27.30 GROUP 1-e....\$ 37.05 27.30 GROUP 1-f.....\$ 31.37 23.20 GROUP 2.....\$ 36.35 27.30 GROUP 3.....\$ 36.25 27.30 GROUP 4.....\$ 29.94 See groups 1-b and 1-d under laborer classifications. Laborers: (GUNITE) GROUP 1.....\$ 37.46 27.30 GROUP 2.....\$ 36.96 27.30 GROUP 3.....\$ 36.37 27.30 GROUP 4.....\$ 36.25 27.30 Laborers: (WRECKING) GROUP 1.....\$ 36.50 27.30 GROUP 2.....\$ 36.35 27.30

Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE

Establishment Warranty

Period......\$ 29.94 27.30 New Construction......\$ 36.25 27.30

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

### LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes, shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds (underground structures). All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions: A: at demolition site for the salvage of the material. B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job. C: for the cleaning of salvage material at the jobsite or

temporary jobsite yard. The material cleaner classification
should not be used in the performance of ""form stripping,
cleaning and oiling and moving to the next point of
erection"".

GUNITE	IARORER	CLASSIFICATION
CONTIL	LADUNLIN	CLASSII ICALION

GROUP 1: Structural nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

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LAB00261-008 07/01/2023

MARIN COUNTY

Rates Fringes

LABORER

Mason Tender-Brick......\$ 37.54 25.55

LAB00261-011 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

Rates Fringes

MASON TENDER, BRICK...... \$ 37.05 27.45

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

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LAB00261-012 07/01/2023

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

Rates Fringes

Plasterer tender...... \$ 39.77 28.54

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

LAB00261-013 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

Rates Fringes

PLASTER	TENDER	\$ 41.93	30.32

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

LAB00270-001 06/26/2023

AREA ""A"" - SANTA CLARA COUNTY

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

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist	37.20	27.30
GROUP 1		27.30
GROUP 1-a		27.30
GROUP 1-c		27.30
GROUP 1-e		27.30 27.30
GROUP 2		27.30
GROUP 3		27.30
GROUP 4		27.30
See groups 1-b and 1-d under la	oorer classific	ations.
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist Group	t 26 20	27.30
GROUP 1		27.30
GROUP 1-a		27.30
GROUP 1-c		27.30
GROUP 1-e		27.30
GROUP 1-f		27.30
GROUP 2	'	27.30
GROUP 4		27.30
GROUP 4	8 28.94	27.30
GROUP 1	\$ 37.46	27.30
GROUP 2		27.30
GROUP 3		27.30
GROUP 4	36.25	27.30
Laborers: (GUNITE - AREA B:)		
GROUP 1		27.30 27.30
GROUP 2		27.30
GROUP 4		27.30
Laborers: (WRECKING - AREA A:)	33.23	27.50
GROUP 1	36.50	27.30
GROUP 2	36.35	27.30
Laborers: (WRECKING - AREA B:)		
GROUP 1		27.30
GROUP 2	35.35	27.30
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
Establishment Warranty		
Period		27.30
New Construction	36.25	27.30
Landscape Laborer (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA B:) Establishment Warranty		
Period	\$ 28.94	27.30
New Construction		27.30

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

#### LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active,

large diameter sewers, and all recently active sewer manholes, shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds (underground structures). All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions: A: at demolition site for the salvage of the material. B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job. C: for the cleaning of salvage material at the jobsite or temporary jobsite yard. The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATION		
GROUP 1: Structural nozzleman		
GROUP 2: Nozzleman, Gunman, Potman, Groundman		
GROUP 3: Reboundman		
GROUP 4: Gunite laborer		
WRECKING WORK LABORER CLASSIFICATION	ONS	
GROUP 1: Skilled wrecker (removir windows and materials)	ng and salvagi	ng of sash,
GROUP 2: Semi-skilled wrecker (salvaging of other building materials)		
LAB00270-002 07/01/2023		
SANTA CLARA AND SANTA CRUZ COUNTIES	5	
F	Rates	Fringes
MASON TENDER, BRICK Santa Clara County\$ Santa Cruz County\$ LABO0270-006 07/01/2023	35.29	26.85 26.85
MONTEREY AND SAN BENITO COUNTIES		
F	Rates	Fringes
LABORER  Mason Tender-Brick\$	36.29	25.55
SANTA CLARA & SANTA CRUZ		
F	Rates	Fringes
PLASTER TENDER\$	40.68	29.68
Work on a swing stage scaffold: \$1LAB00270-009 07/01/2023	.00 per hour a	dditional.
MONTEREY AND SAN BENITO COUNTIES:		
F	Rates	Fringes
Plasterer tender\$	40.68	29.68
Work on a swing stage scaffold: \$1LAB00304-001 06/26/2023	.00 per hour a	dditional.

ALAMEDA COUNTY

Rates Fringes

Laborers: (CONSTRUCTION CRAFT	
LABORERS)	
Construction Specialist\$ 37.20	27.30
GROUP 1\$ 36.50	27.30
GROUP 1-a\$ 36.72	27.30
GROUP 1-c\$ 36.55	27.30
GROUP 1-e\$ 37.05	27.30
GROUP 1-f\$ 37.08	27.30
GROUP 2\$ 36.35	27.30
GROUP 3\$ 36.25	27.30
GROUP 4\$ 29.94	27.30
See groups 1-b and 1-d under laborer classification	ons.
Laborers: (GUNITE)	
GROUP 1\$ 37.46	27.30
GROUP 2\$ 36.96	27.30
GROUP 3\$ 36.37	27.30
GROUP 4\$ 36.25	27.30
Laborers: (WRECKING)	
GROUP 1\$ 36.50	27.30
GROUP 2\$ 36.35	27.30
Landscape Laborer (GARDENERS,	_,,,,,
HORTICULTURAL & LANDSCAPE	
LABORERS)	
•	
Establishment Warranty	27 20
Period\$ 29.94	27.30
New Construction\$ 36.25	27.30

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

# LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and

electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes, shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds (underground structures). All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

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GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic

tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions: A: at demolition site for the salvage of the material. B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job. C: for the cleaning of salvage material at the jobsite or temporary jobsite yard. The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

### GUNITE LABORER CLASSIFICATION

GROUP 1: Structural nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

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LAB00304-006 07/01/2023

ALAMEDA COUNTY

Rates Fringes

Brick Tender...... \$ 37.05 27.45

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

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LAB00304-007 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

Rates Fringes

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

LAB00324-001 06/26/2023

AREA ""A"" - CONTRA COSTA COUNTY

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

	Rates	Fringes
Laborage (CONCERNICATION CRAFT		
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist	¢ 37 20	27.30
GROUP 1		27.30
GROUP 1-a		27.30
GROUP 1-c	•	27.30
GROUP 1-e		27.30
GROUP 1-f		27.30
GROUP 1-g (Contra Costa	•	
County)	.\$ 36.70	27.30
GROUP 2	.\$ 36.35	27.30
GROUP 3		27.30
GROUP 4		27.30
See groups 1-b and 1-d under l	aborer classifi	ications.
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		27.30
GROUP 1	•	27.30
GROUP 1-aGROUP 1-c		27.30 27.30
GROUP 1-C	•	27.30
GROUP 1-f		27.30
GROUP 2		27.30
GROUP 3		27.30
GROUP 4		27.30
Laborers: (GUNITE - AREA A:)		_, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
GROUP 1	.\$ 37.46	27.30
GROUP 2		27.30
GROUP 3	.\$ 36.37	27.30
GROUP 4	.\$ 36.25	27.30
Laborers: (GUNITE - AREA B:)		
GROUP 1		27.30
GROUP 2		27.30
GROUP 3		27.30
GROUP 4	.\$ 35.25	27.30
Laborers: (WRECKING - AREA A:)	¢ 26 50	27.20
GROUP 1		27.30 27.30
Laborers: (WRECKING - AREA B:)	.\$ 30.33	27.30
GROUP 1	¢ 35 50	27.30
GROUP 2		27.30
Landscape Laborer (GARDENERS,	. \$ 33.33	27.30
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
Establishment Warranty		
Period		27.30
New Construction	.\$ 36.25	27.30
Landscape Laborer (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA B:)		
Establishment Warranty	4	<b></b>
Period	.\$ 28.94	27.30

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

### LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small

diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes, shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds (underground structures). All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

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LAB00324-011 07/01/2023

SOLANO AND SONOMA COUNTIES

Rates Fringes

LABORER

Mason Tender-Brick......\$ 36.84 26.24

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

LAB00324-015 07/01/2023

CONTRA COSTA COUNTY

Rates Fringes

Brick Tender.....\$ 37.05 27.45

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

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LAB00324-017 07/01/2023

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

Rates Fringes

Plasterer tender...... \$ 39.77 28.54

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

PAIN0016-002 01/01/2025		
EL DORADO, PLACER, SACRAMENTO, SU	TTER, YOLO AND	YUBA COUNTIES
	Rates	Fringes
Painters: Brush	\$ 43.45	22.80
SPRAY/SANDBLAST: \$0.50 additional EXOTIC MATERIALS: \$1.25 additiona HIGH TIME: Over 50 ft above gradditional per hour. 100 to 18 level \$4.00 additional per hour or water level \$6.00 additional	l per hour. ound or water lo 0 ft above grou . Over 180 ft a	nd or water
PAIN0016-009 01/01/2024		
ALAMEDA, CONTRA COSTA, MONTEREY, MATEO, SANTA CLARA, SANTA CRUZ AN		
	Rates	Fringes
SOFT FLOOR LAYER		33.03
PAIN0016-011 01/01/2025		
AREA 1: ALAMEDA, CONTRA COSTA, NA SANTA CLARA, SOLANO AND SONOMA CO		CO, SAN MATEO,
AREA 2: EL DORADO COUNTY, MONTER BENITO, SANTA CRUZ, SIERRA, SUTTE		
	Rates	Fringes
Drywall Finisher/Taper AREA 1AREA 2	\$ 59.63	32.69 31.29
PAIN0016-013 01/01/2025		
ALAMEDA, CONTRA COSTA, MARIN, MON MATEO, SANTA CLARA, SANTA CRUZ, S		
	Rates	Fringes
PAINTER	\$ 53.38	28.04
FOOTNOTES: Spray Work: \$0.50 additional per Exotic Materials: \$1.25 additiona		
PAIN0016-019 01/01/2025		
SAN FRANCISCO COUNTY		
	Rates	Fringes
DATNIED	¢ 57 00	20.04

PAINTER.....\$ 57.00

28.04

### PAIN0169-006 01/01/2024

ALAMEDA, CONTRA COSTA, MARIN, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SONOMA COUNTIES; and SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area):

	Rates	Fringes
GLAZIER	.\$ 56.22	34.00

<sup>\*</sup> PAIN0567-002 07/01/2025

### EL DORADO AND PLACER COUNTIES

	Rates	Fringes
PAINTER		
Paper	Hanger\$ 42.19	16.16
Brush	and Roller\$ 39.43	16.16
Spray	Painter \$ 41.43	16.16

### PREMIUMS:

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

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

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PAIN0567-008 07/01/2022

EL DORADO AND PLACER COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	\$ 34.27	16.47
PAIN0567-011 07/01/2024		

EL DORADO AND PLACER COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER	\$ 42.79	16.12
STEEPLEJACK-Drywall Finisher below: \$1.50 additional per h		pen space
PATN0767-002 01/01/2024		

PAIN0767-002 01/01/2024

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

> Rates Fringes

GLAZIER	\$ 43.25	35.62	
PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.			
FOOTNOTE: Employee required to receive \$1.50 above the basic h			
PAIN1176-001 07/01/2022			
HIGHWAY IMPROVEMENT			
	Rates	Fringes	
Parking Lot Striping/Highway			
Marking: GROUP 1GROUP 2GROUP 3	\$ 34.71	17.62 17.62 17.62	
CLASSIFICATIONS			
GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings			
GROUP 2: Gamecourt & Playground Installer			
GROUP 3: Protective Coating, Pa	vement Sealing		
PAIN1237-002 01/01/2024			
EL DORADO, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES			
	Rates	Fringes	
SOFT FLOOR LAYER		26.59	
PLAS0066-001 07/01/2019			
ALAMEDA, CONTRA COSTA, SAN FRANCI	SCO AND SAN MAT	EO COUNTIES:	
	Rates	Fringes	
PLASTERER	•	30.73	
PLAS0300-002 07/01/2018			
	Rates	Fringes	
PLASTERER  AREA 224: San Benito, Santa Clara & Santa Cruz Counties	\$ 32.88	31.68	
Yolo & Yuba Counties AREA 337: Monterey County		31.68 31.68	
AREA 357: Monterey County		31.68	

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 32.15	23.27
PLUM0038-003 07/01/2025		
MARIN, SAN FRANCISCO & SONOMA CO	DUNTIES	
	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter) (1) Wood Frame Construction in San Francisco, and all work in		
Marin & Sonoma Counties (2) New Construction in	.\$ 82.00	48.18
San Francisco County  PLUM0038-007 07/01/2025	.\$ 91.00	49.49
MARIN, SAN FRANCISCO & SONOMA CO	DUNTIES	
	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	.\$ 77.35	36.53
PLUM0062-001 07/01/2025		
MONTEREY AND SANTA CRUZ COUNTIES	5	
	Rates	Fringes
PLUMBER & STEAMFITTER	.\$ 55.85	42.85
PLUM0159-002 07/01/2024		
CONTRA COSTA COUNTY		
	Rates	Fringes
Plumber, Pipefitter, Steamfitter		
PLUM0228-002 07/01/2025		
SUTTER & YUBA COUNTIES		
	Rates	Fringes
PLUMBER		41.04
PLUM0342-002 07/01/2025		
ALAMEDA COUNTY		
	Rates	Fringes
PLUMBER & STEAMFITTER		50.45
PLUM0343-002 01/01/2025		

	Rates	Fringes	
Plumbers and Pipefitters	\$ 36.60	20.65	
FOOTNOTES: Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.			
PLUM0350-002 08/01/2023			
EL DORADO AND PLACER COUNTIES (LA	AKE TAHOE BASIN	ONLY)	
	Rates	Fringes	
Plumbers and Pipefitters	\$ 52.14	18.71	
PLUM0355-002 07/01/2025			
ALAMEDA, CONTRA COSTA, EL DORADO, SACRAMENTO, SAN BENITO, SAN MATEC SOLANO, SUTTER, YOLO AND YUBA COL	), SANTA CLÁRA,		
	Rates	Fringes	
Underground Utility Worker /Landscape Fitter	\$ 36.01	18.50	
PLUM0393-002 09/01/2013			
SAN BENITO & SANTA CLARA COUNTIES	5		
	Rates	Fringes	
Plumbers and Pipefitters	\$ 30.90	7.90	
PLUM0447-003 07/01/2025			
EL DORADO, PLACER, SACRAMENTO AND	YOLO COUNTIES:		
	Rates	Fringes	
Plumbers and Pipefitters 	\$ 55.58	24.02	
SAN MATEO COUNTY			
	Rates	Fringes	
Plumber/Pipefitter/Steamfitter	\$ 87.75	41.44	
ROOF0040-001 08/01/2024			
SAN FRANCISCO & SAN MATEO COUNTIES:			
	Rates	Fringes	
ROOFER	\$ 55.30	22.97	

ROOF0081-003 08/01/2024		
ALAMEDA, CONTRA COSTA, MARIN, NA	PA, SOLANO, AN	D SONOMA COUNTIES:
	Rates	Fringes
ROOFER	•	23.34
ROOF0081-005 08/01/2023		
EL DORADO, PLACER, SACRAMENTO, S	UTTER, YOLO AN	D YUBA COUNTIES
	Rates	Fringes
ROOFER	.\$ 46.73	21.36
R00F0095-001 08/01/2023		
MONTEREY, SAN BENITO, SANTA CLAR	A, AND SANTA C	RUZ COUNTIES
	Rates	Fringes
ROOFER Bitumastic, Enameler, Coal Tar, Pitch and Mastic		
worker Journeyman		21.51 21.51
Kettle person (2 kettles)		21.51
SFCA0483-002 08/04/2025		
ALAMEDA, CONTRA COSTA, MARIN, NA SANTA CLARA, SOLANO AND SONOMA C		SCO, SAN MATEO,
	Rates	Fringes
SPRINKLER FITTER		18.05
SFCA0669-006 04/01/2025		
MONTEREY, SAN BENITO AND SANTA C	RUZ COUNTIES	
	Rates	Fringes
SPRINKLER FITTER	.\$ 49.69	28.42
SFCA0669-012 01/01/2024		
EL DORADO, PLACER, SACRAMENTO, S	UTTER, YOLO AN	D YUBA COUNTIES
	Rates	Fringes
SPRINKLER FITTER	.\$ 46.46	27.97
SHEE0104-002 07/01/2020		
AREA 1: ALAMEDA, CONTRA COSTA, M MATEO, SANTA CLARA, SOLANO & SON		N FRANCISCO, SAN

MATEO, SANTA CLARA, SOLANO & SONOMA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes	
SHEET METAL WORKER			
AREA 1	\$ 43.18	38.28	
AREA 2	\$ 52.90	36.44	
AREA 3	\$ 55.16	34.18	

SHEE0104-017 07/01/2020

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

	Rates	Fringes	
SHEET METAL WORKER	\$ 30.29	16.41	

TEAM0094-001 07/01/2025

	Rates	Fringes
Truck drivers:		
GROUP 1	\$ 43.26	34.28
GROUP 2	\$ 43.56	34.28
GROUP 3	\$ 43.86	34.28
GROUP 4	\$ 44.21	34.28
GROUP 5	\$ 44.56	34.28

### FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate. Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

# TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport

tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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

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

https://www.dol.gov/agencies/whd/government-contracts.

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

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a

supplemental classification rate.

### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

## Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

# Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

# State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007

01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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### WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
  - a) a survey underlying a wage determination
  - b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

3) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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END OF GENERAL DECISION"