

ATTACHMENT I

SAMPLE AGREEMENT BETWEEN

**MARIN HOUSING AUTHORITY
AND
CONTRACTOR**

Marin Housing Authority (MHA), a public housing authority, acting through its Manager, and

_____ ("the Contractor"), with a principal place of business at

_____, agrees as follows:

THE CONTRACT DOCUMENTS

The Contract Documents establish the Contract between the MHA and the Contractor and consist only of those documents listed under the definition of "Contract Documents" in the General Terms and Conditions of this Contract and form HUD 5370C, General Contract Conditions of Non-construction Contracts for Public Housing Programs, Drawings numbered _____ through inclusive _____, and dated _____, and Addenda numbers _____, inclusive. All said documents are incorporated by reference as if fully rewritten herein. The Contract represents the entire and integrated agreement between the parties and supersedes any prior negotiations, representations, or agreements, whether oral or written.

THE ARCHITECT

The preliminary project design was completed by MHA. Final design will be completed by the contractor.

THE WORK

The Contractor shall perform the Work as specified in the Contract Documents.

CONTRACT TIME

The Contract Time shall be calendar days commencing on the date set forth in the Notice to Proceed and proceed for 180 calendar days.

The Contractor agrees that the Work shall be prosecuted regularly, diligently, uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time. It is expressly understood and agreed that the Contract Time is reasonable for the completion of the Work, taking all factors into consideration.

CONTRACT SUM

MHA will pay the Contractor for performance of the Work in accordance with the Contract Documents the sum of \$ _____ as set forth on the Contractor's bid form.

MHA shall not be liable for any claims or requests for payment by the Contractor which would cause the total claims or payments under this Contract to exceed the amount certified by the MHA Auditor as being appropriated for this Contract.

INSURANCE REQUIREMENTS

Each policy must list Marin Housing Authority as a named insured. Any insurance carrier utilized to fulfill the insurance requirements of this Contract shall have a minimum A.M. Best rating of A-X. The Contractor must provide the required insurance at its own expense. Notice of occurrence shall be given to MHA's Executive

Director and, at the option of the Contractor, any other HA official permitted by law to receive notice. The Contractor and all Subcontractors waive subrogation rights against MHA for all losses. Each insurance policy must cover the entire contract period.

The insurance required shall include all major division of coverage and shall be on a comprehensive general basis including Premise and Operations (including X-C-U), Owner's Protective (as a separate policy), Products and Completed Operations, and Owned, Non-owned, Leased, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law.

All insurance shall be written on an occurrence basis, unless MHA approves in writing coverage on a claims-made basis. Coverages whether written on an occurrence or a claims-made basis shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

Prior to the date of the start of work authorized by the Notice to Proceed, the Contractor shall provide to the Contracting Officer, and/or his/her designee a Certificate(s) of Insurance. The certificate should be signed by a person authorized by that insurer to sign on its behalf. The certificate(s) (Accord Form 25-S or equivalent) is to be received and approved by MHA before work commences.

Certificate(s) of Insurance must provide clear evidence that the Contractor's insurance policies contain the minimum limits of coverage, terms and conditions. Additionally, the certificate must include the following:

- Shall clearly identify the **Housing Authority of the County of Marin**, its officers, officials, employees, agents, Boards and Commissions as **Additional Insured**.
- Shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.

Additionally, the Contractor shall furnish to MHA copies of any endorsements that are subsequently issued amending limits of coverage.

This Contract is effective as of _____, the date the Agreement is signed by MHA.

THE MARIN HOUSING AUTHORITY

THE CONTRACTOR

Contracting Officer

Signature

BY: _____
Print Name and Title

(Corporate Seal)

ATTACHMENT K

Contractor Qualifications Form

1) Proposer's Organization

1.1 Form of entity of Proposer, i.e, corporation, partnership, etc. _____

1.1.1 If a corporation, state the following:
State of Incorporation: _____
Date of Incorporation: _____
President/Chief Executive Officer: _____
Secretary: _____
Treasurer/Chief Financial Officer: _____

1.1.2 If a partnership, state the following:
Date of Organization: _____
Type of Partnership (general, limited): _____
Names of all general partners; if any of the general partners are not natural persons, provide the information for each such general partner requested by Paragraphs 1.1.1, 1.1.2 and 1.1.4 as appropriate: _____

1.1.3 If a proprietorship, state the following:
Names of all proprietors: _____

1.1.4 If a joint venture, state the following:
Date of organization: _____
Names of all Joint Venture members. For each Joint Venture member, identify the form of entity and provide the information requested by Paragraphs 1.1.1, 1.1.2 and 1.1.3 for each Joint Venture member as appropriate: _____

1.1.5 If Proposer's form of entity is other than listed above, describe the type of entity or organization and identify all principals or owners of equity in the entity or organization: _____

1.2 Number of years your organization has been in business as a contractor: _____

1.3 Number of years your organization has conducted business under its present name: _____

1.3.1 If your organization has conducted business under a name or name style different than your organization's present name, identify all prior name(s) or name style(s): _____

1.3.2 For each name or name style identified in Paragraph 1.3.1, state the dates during which you conducted business under each name or style: _____

2) Licensing

2.1 California Contractors License:

License Number: _____

Expiration Date: _____

Responsible Managing Employee/Officer: _____

License Classification(s): _____

2.2 Has a claim or other demand ever been made against your organization's California Contractors License Bond? (Circle one)

Yes No

If yes, on a separate attachment, state the following: (i) the name, address and telephone number of each person or entity making claim or demand; (ii) the date of each claim or demand; (iii) the circumstances giving rise to each such claim or demand; and (iv) the disposition of each such claim or demand.

2.3 Has a complaint ever been filed against your organization's California Contractors License with the California Contractors State License Board? (Circle one)

Yes No

If yes, on a separate attachment, state the following for each complaint: (i) the name, address and telephone number of each person or entity making the complaint; (ii) the date of each complaint; (iii) the circumstances giving rise to each such complaint; and (iv) the disposition of each such complaint, including without limitation, any disciplinary or other action imposed or taken by the California Contractors State License Board as a result of any such complaint.

2.4 Attach to this Statement true and correct copies of the following:

2.5.1 Your organization's California Contractors License (the copy must clearly and legibly show: (i) the licensee name; (ii) the expiration date; (iii) the classification(s) of licensure).

2.5.2 The Contractors License Bond posted by your organization in connection with your California Contractors License pursuant to California Business & Professions Code §7071.5 and §7071.6 (the copy must clearly and legibly show: (i) the Bond number or other information sufficient for identification of the Bond; (ii) the name, address and telephone number of the surety issuing such Bond; (iii) the signature of the individual executing the Bond on behalf of the Surety on the Bond, and if such individual's authority is conferred by power of attorney or by such individual's designation as an attorney in fact on behalf of the Surety, include a clear and legible copy of such power or attorney or attorney in fact authorization; (iv) the principal on such Bond; and (v) the expiration date of such Bond).

- 2.5.3 If your organization's California Contractors License is issued by virtue of the qualification of a responsible managing employee or responsible managing officer, the Qualifiers Bond if required pursuant to California Business & Professions Code §7071.9 (the copy must clearly and legibly show: (i) the Bond number or other information sufficient for identification of the Bond; (ii) the name, address and telephone number of the surety issuing such Bond; (iii) the signature of the individual executing the Bond on behalf of the Surety on the Bond, and if such individual's authority is conferred by power of attorney or by such individual's designation as an attorney in fact on behalf of the Surety, include a clear and legible copy of such power or attorney or attorney in fact authorization; (iv) the principal on such Bond; and (v) the expiration date of such Bond).

3) Experience

- 3.1 List the categories of work your organization typically performs with your own forces:

- 3.2 Has your organization ever failed to complete a contract? (Circle one)

Yes No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your failure to complete such contract.

- 3.3 Has any construction contract to which your organization is a party been terminated for the convenience of the project owner? (Circle one)

Yes No

If so, identify the project and project owner along with a description of the circumstances under which the convenience termination occurred.

4) References of Similar Projects (minimum of 3)

Please perform the following on a separate document and attach it with this submission:

Provide owner's name, contact person, telephone, fax, email and address for similar projects that your firm has completed in the last two (2) years. For the purposes of this section, a similar project has the same or similar features as the project you are submitting a proposal for, considering permitting authority and type of construction. Create list which shows the location of project, the scope of work, total cost of project, and tenant population. For each reference provide:

5) Accuracy and Authority

- 5.1 The undersigned is duly authorized to execute this Statement of Proposer's Qualifications under penalty of perjury on behalf of the Proposer. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Proposer's Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Proposer's Qualifications.

- 5.2 The undersigned declares and certifies that the responses to this Statement of Proposer's Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

Executed this _____ day of _____, 20_____

At _____
(City and State)

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

(Signature)

(Name)

(Title)

ATTACHMENT L

Contractor's Certificate and Release

FROM: [] (Name of Contractor)
TO: [] (Name of Owner)

REFERENCE: [] ENTERED INTO THE [] OF [] BETWEEN []
THE OF []
HEREINAFTER CALLED THE CONTRACTOR, FOR THE [] OF []
PROJECT NO. [] LOCATED IN []

KNOW ALL MEN BY THESE PRESENTS:

- 1. The undersigned hereby certifies that there is due and payable under the contract and duly approved Change Orders and modifications the undisputed balance of \$
2. The undersigned further certifies that in addition to the amount set forth in paragraph 1 hereof there are outstanding and unsettled the following items which he claims are just and due and owing by the Local Authority to the Contractor:
(a) []
(b) []
(c) []
(Itemize claims and amounts claimed. If none, so state.)
3. The undersigned further certifies that all work required under this contract including work required under Change Orders numbered [] has been performed in accordance with the terms thereof, and that there are no claims of laborers or mechanics for unpaid rates arising out of the performance of this contract, and that the wage rates paid by the Contractor and all Subcontractors were in conformity with the contract provisions relating to said wage rates.
4. Except for the amounts stated in paragraphs 1 and 2 hereof the undersigned under or pursuant to the aforementioned contract or any change or modification thereof.
5. That in consideration of the payment of the amount stated in paragraph 1 hereof the undersigned does hereby release the Local Authority from any and all claims arising under or by virtue of this contract except the amounts listed in paragraph 2 hereof; provided, however, that if for any reason the Local Authority does not pay in full the amount stated in paragraph 2 hereof, said deduction shall not affect the validity of this release, both the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released but will release upon payment thereof. The Contractor further certifies that upon payment of the amounts listed in paragraph 2 hereof, he will release the Local Authority from any and all claims of any nature whatsoever arising out of said contract or modification thereof, and will execute such further releases or assurances as the Local Authority may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this [] day of [], 20 []

[] (SEAL)
(Name of Contractor)

[]
(Signature and Title of Officer)

[] (Affiant) being first duly sworn on oath, deposes and says, first he is the (Title) of the (Name of Contractor) [], second, that he has read the foregoing Certificate and Release. Affiant further states that the matters and things stated herein are to the best of his knowledge and belief, true.

(Signature of Affiant)

EXHIBIT B: BUY AMERICAN ACT OF 2009



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

Special Attention of:

NOTICE PIH 2009- 31 (HA)

Public Housing Directors;
Public Housing Agencies;
Mixed Finance Project Managers
HUD Field Offices
HUD Regional Offices

Issued: August 21, 2009

Expires: August 31, 2010

Cross Reference:

Section 1605 of Title XVI of Pub. L. 111-5

2 CFR part 176

24 CFR parts 85, 905, 941 and 968

Subject: PIH Implementation Guidance for the Buy American Requirement of the American Recovery and Reinvestment Act of 2009 including Process for Applying Exceptions

This notice provides implementation guidance, including the process for applying exceptions, for the Buy American requirement imposed by section 1605 of Title XVI of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (the Recovery Act) for the Public Housing Capital Fund Recovery Formula and Competition (CFRFC) Grant Programs within the Office of Public and Indian Housing (PIH). This notice is referred to as PIH Implementation Guidance for the Buy American Requirement.

I. Background

The Recovery Act imposes a Buy American requirement on Recovery Act funding. Specifically, section 1605 (the "Buy American requirement") of the Recovery Act states that:

- (a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- (b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that-

- (1) applying subsection (a) would be inconsistent with the public interest;
 - (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
- (c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.
- (d) This section shall be applied in a manner consistent with United States obligations under international agreements.

II. Implementation

As initial implementation of the Buy American requirement, PIH incorporated the requirement of section 1605 of the Recovery Act into the following documents: Annual Contributions Contract Amendment for the Capital Fund Formula Recovery Act funds (“ACC Amendment”); Public Housing Notice 2009-12, issued March 18, 2009; and the Recovery Act Capital Fund Competitive NOFA, issued May 7, 2009 and amended June 9, 2009. See Office of Capital Improvements Recovery Act Information at <http://www.hud.gov/offices/pih/programs/ph/capfund/ocir.cfm>.

On April 23, 2009, the Office of Management and Budget (OMB) issued interim final guidance on the application and implementation of the Buy American requirement and other provisions of the Recovery Act at 2 C.F.R. part 176 (74 Fed. Reg. 18449) entitled “Requirements for Implementing Sections 1512, 1605 and 1606 of the American Recovery and Reinvestment Act of 2009 for Financial Assistance Awards” (OMB Interim Guidance). Although the OMB Interim Guidance is interim, it is binding on federal agencies and establishes standard government-wide award terms for agencies to implement the Buy American requirement of the Recovery Act. OMB solicited public comment on the interim guidance until June 20, 2009. OMB final guidance is pending.

Based on the OMB Interim Guidance, HUD has determined that the Buy American requirement applies to the majority of contracts using Public Housing CFRFC grant funds for construction including alteration, development, modernization and nonroutine maintenance of public housing (as defined below). Maintenance or operational work performed under the Operating Fund Program in accordance with section 9(e) or under section 9(g) of the United States Housing Act of 1937 (1937 Act) is not an eligible use of funds under the CFRFC Programs, and therefore, there are no routine maintenance activities which involve the Buy American requirement.

With respect to mixed finance projects, the Buy American requirement does not apply to a Public Housing Agency (PHA) that procures a private developer for the project and merely serves as a lender of funds having no ownership interest in the project. Similarly, the Buy American requirement does not apply to a PHA or an instrumentality thereof that has a marginal ownership interest in the project (for example, as a .01% general partner of a limited partnership), but otherwise the scenario is the same as the preceding. However, the Buy American requirement does

apply when a PHA or PHA instrumentality exercises significant functions within the owner entity with respect to the management of the project, and in cases where a PHA or a PHA instrumentality serves as the general partner of the owner entity and has a significant management role as determined by HUD. The Buy American requirement also applies if a PHA or PHA instrumentality serves as the developer of a mixed finance development.

For questions regarding application of the Buy American requirement to specific mixed finance projects, contact Elton Lester, Associate General Counsel for Assisted Housing and Community Development at Elton.J.Lester@hud.gov.

As discussed below, the Secretary has determined that certain exceptions to the Buy American requirement apply to CFRFC grant funds, without the need for a PHA to seek an individual exception. PHAs, however, may also seek exceptions to the Buy American requirement beyond the exceptions pre-determined to apply to CFRFC grant funds.

An exception to the Buy American requirement may be provided if HUD determines that (1) applying the requirement would be inconsistent with the public interest; (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent. The exception process is described in detail in this notice.

The requirement to adhere to U.S. obligations under international agreements found in section 1605(d) of the Recovery Act only pertains to international agreements listed in 2 C.F.R. 176.90. Accordingly, this exception does not apply to HUD program grantees such as PHAs unless they are listed or included within the entities listed in the Appendix to Subpart B in the OMB Interim Guidance. If the iron, steel, or manufactured goods to be used in a project receiving Recovery Act funds are from a Party to an international agreement listed in 2 C.F.R. 176.90, and the grantee is required under the international agreement to treat the goods and services of that Party the same as domestic goods and services, then the Buy American requirement will not apply. Also note that pursuant to 2 C.F.R. 176.90, this obligation shall only apply to projects with an estimated value of \$7,443,000 or more and projects that are not specifically excluded from the application of those agreements.

Where the Buy American requirement applies, PHAs should implement the Buy American requirement by placing a provision requiring compliance with the Buy American requirement in all applicable contracts using Public Housing CFRFC grant assistance, unless the international agreement exception of section 1605(d) of the Recovery Act applies. See **Addendum 1** of this PIH Implementation Guidance for sample Buy American contract language and a sample certification that PHAs may require from a contractor or bidder.

III. Definitions

The following terms are important to the appropriate interpretation and implementation of the Buy American requirement of the Recovery Act and apply to the process described in this PIH Implementation Guidance for the Buy American Requirement:

2 C.F.R. part 176: OMB issued interim final guidance on the application and implementation of the Buy American requirements and other provisions of the Recovery Act.

1937 Act: The United States Housing Act of 1937, as amended (42 U.S.C. 1437 et seq.).

Alteration: Same as definition of modernization.

Annual contributions contract (ACC): A contract under the 1937 Act between HUD and the PHA containing the terms and conditions under which the Department assists the PHA in providing decent, safe, and sanitary housing for low-income families. The ACC must be in a form prescribed by HUD under which HUD agrees to provide assistance in the development, modernization, and/or operation of a low-income housing project under the 1937 Act, and the PHA agrees to develop, modernize and operate the project in compliance with all provisions of the ACC, and the 1937 Act, and all HUD regulations and implementing requirements and procedures. This term includes Mixed Finance ACC Amendment and other ACC amendments. 24 C.F.R. 968.105 and part 941.

Contract: A procurement contract under a grant. 24 C.F.R. 85.3.

Construction: Includes the definitions of development, modernization and nonroutine maintenance.

Development: The term development has the same meaning as that provided for a low-income housing project, as that term is defined in section 3(c)(1) of the 1937 Act. 24 C.F.R. part 941.

Grant: An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the Federal Government to an eligible grantee. The term does not include technical assistance which provides services instead of money, or other assistance in the form of revenue sharing, loans, loan guarantees, interest subsidies, insurance, or direct appropriations. 24 C.F.R. 85.3.

HUD program grantee: Entity entering into a grant agreement (e.g., ACC Amendment) between HUD and a PHA.

HUD Program Office: The HUD Headquarters Office of Public Housing.

Manufactured good: A good brought to the construction site for incorporation into the building or work that has been processed into a specific form and shape; or combined with the other raw material to create a material that has different properties than the properties of the individual raw materials. 2 C.F.R. 176.140(a)(1). There is no requirement with regard to the origin of components or subcomponents in manufactured goods used in the project, as long as the manufacturing occurs in the United States. 2 C.F.R. 176.70(a)(2)(ii).

Modernization: The improvement of one or more existing public housing developments. For each modernization project, HUD and the PHA shall enter into an ACC amendment, requiring low-income use of the housing for not less than 20 years from the date of the ACC amendment. 24 C.F.R. 968.106.

Non-routine maintenance: Work items that ordinarily would be performed on a regular basis in the course of upkeep of property, but have become substantial in scope because they have been put off, and involve expenditures that would otherwise materially distort the level trend of maintenance expenses. Replacement of equipment and materials rendered unsatisfactory because of normal wear and tear by items of substantially the same kind does qualify, but reconstruction, substantial improvement in the quality or kind of original equipment and materials, or remodeling that alters the nature or type of housing units does not qualify. 24 C.F.R. 968.105.

Project: Public Housing CFRFC Program work including the alteration, construction, development, modernization or non-routine maintenance of public housing.

Obligations: The amounts of orders placed, contracts awarded, goods and services received, and similar transactions during a given period that will require payment by the grantee during the same or a future period. 24 C.F.R. 85.3.

Public building and public work: A public building of, and a public work of a governmental entity (the United States; the District of Columbia, commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions. 2 C.F.R. 176.140(a)(2).

Reasonably Available Quantity: The quantity of iron, steel, or the relevant manufactured good is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Repair: Same as definitions of non-routine maintenance and modernization.

Satisfactory Quality: The quality of iron, steel, or the relevant manufactured good as specified in the project plans and designs.

Steel: An alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Production in the United States of the iron or steel used in the project requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. These requirements do not apply to iron or steel used as components or subcomponents of manufactured goods used in the project. 2 C.F.R. 176.70(a)(2) and 176.140(a)(3).

Use: The obligation of funds. HUD has adopted the definition of "obligation" as it appears in 24 C.F.R. 85.3 and 24 C.F.R. part 905 and includes the relevant obligation time period requirements of the Recovery Act.

IV. Special Circumstances

1. National Exceptions

Under certain circumstances, HUD may approve an exception to the Buy American requirement under the authority to waive such requirement if application of such provision would be inconsistent with the public interest. A determination to grant an exception of the Buy American requirement based solely on inconsistency with the public interest as authorized under section 1605(b)(1) must consider the possible national and regional implications of such an exception. HUD has the authority to issue a national “public interest” exception, for a project or on a category of cases/projects basis pursuant to section 1605(b) determined by HUD to be eligible for application of the exception. HUD may also issue a national or regional exception on policy decisions regarding the public’s interest or a determination that a particular item (e.g., certain goods necessary in “green construction”) is not produced domestically in reasonably available quantities or of a sufficient quality.

2. Comprehensive Application and No Intentional Splitting of Contracts

Section 1605 requires that American iron, steel, and manufactured goods be used in any project receiving Recovery Act funding. Accordingly, HUD has concluded that any project of a HUD program grantee that is funded in whole or in part with Recovery Act funds, must comply with the Buy American requirement.

A Public Housing CFRFC project consists of all work including the alteration, construction, development, modernization or non-routine maintenance of public housing regardless of the number of contracts involved so long as all contracts awarded are closely related in purpose, time and place. This precludes the intentional division of Recovery Act projects into separate and smaller contracts to avoid Buy American coverage on some portion of a larger project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts for Recovery Act funds would carry separate requirements.

3. Documentation of Exceptions in PHA Procurement Records

If the PHA has received an exception or is using a national exception (see discussion in Section V. below), documentary evidence of the exception must be included in the PHA’s procurement records for that project and contract (which can include but not be limited to this PIH Implementation Guidance for the Buy American Requirement and documentation to support the exception). If HUD has determined that Section 1605 does not apply to the assisted work, the PHA must have documentary evidence of that determination in the PHA’s procurement records for that project.

V. National (Categorical) Exceptions Granted

HUD has determined that the following national exceptions apply. A more detailed justification of the determination on which these exceptions are based will be published in the Federal Register in accordance with section 1605(c) of the Recovery Act, as implemented by 2 C.F.R. 176.80.

1. **If another Federal agency (e.g., Department of Commerce, Department of Energy or Environmental Protection Agency) has determined that an exception to the Buy American requirement is applicable under section 1605(b)**, for a project including public housing, HUD will accept that agency's determination and permit the PHA (HUD program grantee) to apply that exception for the remainder of HUD-assisted work in that project.
2. **If another HUD Program Office (e.g., Office of Community Planning and Development) has determined that an exception to the Buy American requirement is applicable under section 1605(b)** for a project, and an analysis supports its application to another request, PIH may accept that determination and permit the HUD program grantee (PHA) to apply that exception to the remainder of the CFRFC grant work in that project.
3. Where **the size of the Public Housing CFRFC grant is less than \$100,000** (currently the 24 C.F.R. part 85 simplified acquisition threshold) the Buy American requirement is not applicable. This exception covers 30% of the PHAs (often referred to as "small PHAs") and will account for approximately \$52 million of the nearly \$4 billion in grant awards.
4. Where **the size of a contract funded with CFRFC grant assistance is less than \$100,000**, regardless of the size of the PHA, the Buy American requirement is not applicable.
5. **For any project substantially under contract or underway prior to acceptance of Public Housing CFRFC grant funds, the Buy American requirement is not applicable.** A summary of this exception is found in **Addendum 4** to this PIH Implementation Guidance for the Buy American Requirement.

In addition to these five national exceptions, there is also an **existing list of nonavailable articles** listed at 48 C.F.R. 25.104(a) (**FAR List**) and the procedures to apply, if any of those articles are manufactured goods needed in the project covered by the Buy American requirement, are found at 48 C.F.R. 25.103(b)(1). See also 2 C.F.R. 176.80. The current list of nonavailable articles is found in **Addendum 3** to this PIH Implementation Guidance for the Buy American Requirement.

VI. Step-By-Step Exception Process

The exception process begins with the HUD program grantee. If a PHA needs to request an exception that is not covered by a national exception, a PHA must follow the process described in this notice. In order to fulfill the requirements of the Recovery Act, the HUD program

grantee must in good faith design the project (where applicable) and solicit bids for construction with American-made iron, steel and manufactured goods. However, if one or more of the exceptions specified in section 1605(b) are present, the HUD program grantee may request a determination that the exception applies to the grantee. Until an exception has been determined applicable by HUD, the Buy American requirement stands.

The HUD program grantee may seek an exception at any point before, during, or after the bid process if one or a combination of three conditions is met:

1. Iron, steel, and manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
2. Inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or,
3. Applying the Buy American requirement of the Recovery Act would be inconsistent with the public interest.

The applicability of an exception will likely appear at two points in a project: 1) during the design process, where the HUD program grantee and its architects or engineers identify key materials (iron and steel) or equipment (manufactured goods) that are not produced in sufficient quantities domestically, or, 2) after evaluation by prospective bidders and their consultation with suppliers, the HUD program grantee determines that iron, steel, or manufactured goods as required by the design are not produced in sufficient quantities domestically. The HUD program grantee could potentially seek a determination of an exception at either or both points in the project. It is also possible to seek an exception determination after bids are opened or after construction has initiated or the obligation is entered into.

It is strongly recommended, if an exception is considered necessary, to initiate the request before construction starts or the obligation is entered into. It should also be noted that the HUD program grantee must continue to follow all other HUD program requirements including, for example the administrative requirements for grants and cooperative agreements for Public Housing Capital Funds, 24 C.F.R. part 85, especially the procurement requirements, as well as Recovery Act requirements.

It is also strongly encouraged that HUD program grantees hold pre-bid conferences with potential bidders. A pre-bid conference can help identify iron, steel, and manufactured goods needed to complete the project as described in the plans and specifications that may not be available from domestic sources and the need to seek an exception prior to bid and can help inform the HUD program grantee on compliance options.

Submission of a Request for an Exception Determination

A request for an exception determination should be submitted by HUD program grantees to PIH program offices in the HUD Field Offices. PHAs shall use the **Requirement/Checklist for Submission and Review of Buy American Exception Requests** found at Addendum 2 to this

PIH Implementation Guidance for the Buy American Requirement when submitting an exception request. The request package will then be reviewed by both the PIH program office in the HUD Field Office and Field Counsel for completeness. Proper and sufficient documentation is necessary for processing an exception determination. If adequate documentation and justification have not been submitted by the PHA, the HUD Field Office will return the request package to the PHA noting the deficiencies. If documentation is complete, the PIH Field Office will forward the request package along with a recommendation to HUD Headquarters for consideration and approval by the HUD Secretary or those with delegated authority. For Buy American exceptions under the Public Housing CFRFC Programs, the Assistant Secretary for Public and Indian Housing has delegated authority to approve exceptions.

Late submissions

Consistent with 2 C.F.R. 176.120, and where the national exception for any project substantially under contract or underway prior to acceptance of Public Housing CFRFC grant funds does not apply, HUD will consider exception requests submitted after the signing of the construction contract or after an obligation has been entered into. These exception requests must include an explanation of why the PHA could not request the determination before making the obligation or why the need for such determination otherwise was not reasonably foreseeable. Late submissions that are based on the grounds of lack of reasonably foreseeable circumstances that led to the request, where sufficiently documented, will be considered as if timely submitted. If HUD concludes that the program grantee should have made the request before making obligations, HUD may deny the request. Late requests that are based on grounds that the HUD program grantee would be reasonably expected to foresee will, before consideration of the underlying exception request, be subject to a balancing of interests. This balancing of interests will consider whether the public interest in expeditious construction under the Recovery Act does or does not outweigh the need for full, timely, and good faith compliance with the Buy American requirement as set forth in the Recovery Act, the OMB Interim Guidance, PIH Notices and web information and this PIH Implementation Guidance for the Buy American Requirement.

Granting an exception is a 5-step process:

1. **Evaluation by HUD:** After receiving an exception request for the Buy American requirement from a HUD program grantee, the PIH Field Office and Field Counsel will use the checklist in **Addendum 2** of this PIH Implementation Guidance for the Buy American Requirement to determine whether the request properly and adequately documents and justifies the statutory basis cited for the exception, i.e., that it is quantitatively and qualitatively sufficient. The checklist provides information with regard to an exception on the basis of public interest, the unavailability of a product or material, or of substantial cost increases.

If the PIH Field Office with Field Counsel concurrence finds that adequate documentation and justification have been submitted, a recommendation will be prepared and the request package will be forwarded to HUD Headquarters for consideration and approval as described above.

2. **Coordination:** To the extent determined necessary and expedient, the PIH Field Office shall coordinate with appropriate PIH Regional Offices and other HUD Program Offices (e.g., HUD Community Planning and Development Program Offices) administering funds involved in the project. The HUD Program Office shall also coordinate with Office of General Counsel (OGC) on any related legal concerns with the exception request.
3. **Concurrence:** PIH Headquarters Office and OGC Headquarters Office concurrences must be obtained on all exception approvals.
4. **Signature of exception approval by HUD Secretary, Assistant Secretary or HUD Official with delegated authority:** As soon as the exception is signed and dated, PIH must notify the HUD program grantee. The processing and approval of exceptions will be handled in an expeditious manner.
5. **Publication in the Federal Register** of a detailed written justification as to why the Buy American requirement is being excepted. See section 1605(c) and 2 C.F.R. 176.80. Pursuant to 2 C.F.R 176.90, the notice must include the title “Buy American Exception under the American Recovery and Reinvestment Act of 2009”; the dollar value and brief description of the project, and a detailed written justification as to why the restriction is being excepted. This publication will be processed by OGC and must occur within 2 weeks after the exception approval is given, unless the item has already been determined to be domestically nonavailable. A list of items that are not domestically available is at 48 C.F.R 25.104(a) and provided in **Addendum 3** to this PIH Implementation Guidance for the Buy American Requirement. The **Federal Register** notice or information from the notice may be posted by OMB to www.Recovery.gov and should be posted on www.hud.gov.

VII. Further Questions

Addendum 5 to this PIH Implementation Guidance for the Buy American Requirement contains **Questions and Answers** to facilitate understanding of the Buy American requirement and the process for applying exceptions.

Contact: Elton Lester, Associate General Counsel for Assisted Housing and Community Development with additional questions at Elton.J.Lester@hud.gov.

/s/
Sandra B. Henriquez, Assistant Secretary for
Public and Indian Housing

Addendum 1

Sample Buy American Contract Language

BELOW ARE SAMPLE PROVISIONS FOR CONTRACTS SUBJECT TO SECTION 1605. HUD MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW. IT IS IMPERATIVE THAT ANY PARTY INSERTING THIS CLAUSE INTO A CONTRACT VERIFY THAT IT IS LEGAL AND ENFORCEABLE ACCORDING TO STATE AND LOCAL LAWS, REGULATIONS, AND ORDINANCES:

The Contractor acknowledges to and for the benefit of the _____ (“Public Housing Agency”) and HUD that it understands the goods and services under this Agreement are being funded with monies made available by the American Reinvestment and Recovery Act of 2009 (Recovery Act) (or are being made available for a project being funded with monies made available by the Recovery Act) and section 1605 of such law contains provisions commonly known as “Buy American.” The Buy American requirement prohibits the use of Recovery Act funds on any project for the construction, alteration, maintenance, or repair of a public building or work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States (“Buy American Requirement”) including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the PHA and HUD that (a) the Contractor has reviewed and understands the Buy American Requirement, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirement, unless an exception of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support an exception of the Buy American Requirement, as may be requested by the PHA or HUD.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the PHA to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney’s fees) incurred by the PHA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part from HUD). Neither this paragraph (nor any provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of HUD.

Sample Certification that PHAs may require from a contractor or bidder

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the PHA’s bid solicitation and the provisions of Section 1605 of the Recovery Act, the Bidder certifies that this bid reflects the Bidder’s best, good faith effort to identify

domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.

2. Verification of U.S. Production: The Bidder certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the PHA of the U.S. production of each component so identified.
3. Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any component or components that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:
 - a. Identification of and citation to a national (categorical) exception published by HUD (or another Federal agency) in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;
 - b. Verifiable documentation sufficient to the PHA, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate from the Bidder under applicable conditions stated in the bid solicitation or otherwise.
4. Information and Detailed Justification Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for an exception under section 1605 with respect to such component or components. The Bidder further agrees that, if this bid accepted, it will assist the PHA in amending, supplementing or further supporting such information as required by the PHA to request and, as applicable, implement the terms of an exception with respect to any such component or components.

Addendum 2

REQUIREMENTS/CHECKLIST FOR SUBMISSION AND REVIEW OF BUY AMERICAN EXCEPTION REQUESTS

I. Introduction

These requirements are to be used by all Public Housing Agencies (PHAs) that feel it is necessary to seek an exception of the Buy American requirement (section 1605) of the American Recovery and Reinvestment Act of 2009 (Recovery Act). Pursuant to **PIH Implementation Guidance for the Buy American Requirement**, all requests for an exception of the Buy American requirement must be submitted in compliance with these requirements.

A. A PHA may seek an exception in the following circumstances:

1. The PHA may seek an exception at any point before, during, or after the bid process if **one or a combination of three conditions is met**:
 - a. Iron, steel, and manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
 - b. Inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or,
 - c. Applying the Buy American requirement of the Recovery Act would be inconsistent with the public interest.
2. The PHA may seek an exception if one or a combination of three of the conditions above are met after the signing of the construction contract or after an obligation has been entered into if it does not meet the requirements in **Section I.B** below.

B. A PHA does not need to seek an exception if:

1. The PHA's procurement meets the criteria for the national exceptions as provided in the **Section V. of the PIH Implementation Guidance for the Buy American Requirement**;
2. The procurement was completed prior to publication of the PIH Implementation Guidance for the Buy American Requirement, that is it meets the criteria for project substantially under contract or underway prior to acceptance of Public Housing Capital Fund Recovery Formula or Competition Grants (CFRFC) as described in **Addendum 4 to the PIH Implementation Guidance for the Buy American Requirement**; or
3. The exception request is for an item or items also included in the list of nonavailable articles at 48 C.F.R. 25.104(a), and the PHA has meet the requirements related to using the **FAR List**. See also 2 C.F.R. 176.80 and **Addendum 3 to the PIH Implementation Guidance for the Buy American Requirement**.

C. If a PHA has other Buy American Exception Requests that are pending or that have been granted, the information and supporting documentation must be provided (as applicable). Further, the

PHA should coordinate with the other approving entity before proceeding with this request and keep the following items (as applicable) until the exception request is ready for HUD Field Office consideration:

1. A copy of any other section 1605 exception requests for the materials described in this exception request that have been submitted to another HUD Program Office or another Federal agency for the project;
2. Identification of and citation to any other section 1605 exception published by HUD or another Federal agency in the Federal Register that the PHA believes is applicable to such component or components, and an analysis that supports its applicability to the component or components; and
3. Identification of the other Recovery Act funds assisting the project, and applicable contact information for the other HUD Program Office or Federal agency.

II. General Requirements

A PHA that decides it is necessary to request an exception should submit an exception request package to their respective PIH Field Office for review for completeness and processing in accordance with the **PIH Implementation Guidance for the Buy American Requirement**. The submission cannot be submitted electronically but must be sent via regular mail with original signatures (express or certified mail can also be used) to the responsible PIH Field Office. PHAs may also hand deliver request packages. An exception request package must contain all items/documentation required. All exception requests must include **Section II. General Requirements A - C**, and depending on the exception requested may require additional information as stated below in **Section III**. If the PIH Field Office finds the submission deficient, it shall return the incomplete exception request to the PHA noting the deficiency.

A. Letter from Executive Director which must provide all of the following information (check each one):

1. The project/development and specific activities for which the exception request is being submitted;
2. The point in time when the request is being submitted, which would be **one of the following (check one)**:
 - i. During the planning and design/pre-bid phase of the project;
 - ii. After evaluation by prospective bidders and their consultation with suppliers;
 - iii. No later than start of the work; or
 - iv. After Recovery Act funds have been obligated for a project, and if so, the PHA must explain why it could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the PHA does not submit a satisfactory explanation, HUD need not make a determination.
3. How the exception will facilitate the purpose of the project including but not limited to **(check each one)**:
 - i. An explanation of how the exception will assist the goals of the Recovery Act;

- ___ ii. Identification of the areas (e.g. housing, infrastructure, job creation or retention, improve energy efficiency, expand educational opportunities and access to health care); and
- ___ iii. Explain how the lack of an exception would slow the implementation of the project and/or undermine Recovery Act initiatives.

B. PHA must also include the following information in the exception request package:

| FOREIGN AND DOMESTIC ITEMS COST COMPARISON | | | | |
|---|---------------------|-------------|---------------------|----------------------------|
| a. Description of Item | b. Unit of Measure* | c. Quantity | d. Cost (dollars)** | e. Time of Delivery/Avail. |
| Foreign steel, iron, or manufactured good | | | | |
| Domestic steel, iron, or manufactured good | | | | |
| f. Location of the Work (please list all locations) | | | | |
| g. Name/Address of proposed supplier | | | | |
| h. Detailed justification of the reason for use | | | | |

* Unit of measure includes but is not limited to pounds, ounces, gallons, liters, yards and meters.

**The cost of iron, steel, and/or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

B. The PHA must provide documentation/support to show that it has made a good faith effort to solicit bids for domestic construction materials/manufactured goods, as demonstrated by at least one of the following (check at least one):

- ___ 1. Language in request for bids/proposals;
- ___ 2. Language in contracts; and
- ___ 3. Communications with contractor.

III. Requirements Applicable In Certain Circumstances

In addition to the General Requirements in Section II above, if a PHA is submitting an exception based on cost because the inclusion of iron, steel and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent or based on unavailability because iron, steel, and manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality, the information in Section III.A or B below must also be included in the exception request submission package, as applicable.

A. Exception Request Based on Cost: If the PHA’s request is based on a belief that inclusion of iron, steel and manufactured goods will result in an increase in cost of the overall project

by more than 25 percent, in addition to the General Requirements above, the request **must include all** of the following (check each one). It is important to note that a cost comparison must be completed for each item that the PHA believes will cumulatively increase the overall cost of the project. The PHA must provide a separate cost comparison table (Table 1 below) for each item and then complete the cumulative total table (Table 2 below) which should illustrate that the overall cost is more than 25% due to the inclusion of iron, steel, and manufactured goods produced in the United States:

1. Cost Comparison Table (Table 1)

| FOREIGN AND DOMESTIC ITEMS COST COMPARISON | | | |
|---|-----------------|----------|-----------------|
| Description of Item | Unit of Measure | Quantity | Cost (dollars)* |
| Item 1/Foreign Supplier Foreign steel, iron, or manufactured good | | | |
| List name, address, telephone number, email address, and contact for foreign supplier | | | |
| Item 1/Domestic Supplier 1: Domestic steel, iron, or manufactured good | | | |
| List name, address, telephone number, email address, and contact for Supplier 1 | | | |
| Item 1/Domestic Supplier 2: Domestic steel, iron, or manufactured good | | | |
| List name, address, telephone number, email address, and contact for Supplier 2 | | | |
| Item 1/Domestic Supplier 3: Domestic steel, iron, or manufactured good | | | |
| List name, address, telephone number, email address, and contact for Supplier 3 | | | |

*Include all delivery costs to the construction site. Enter the cost estimate for each component as supplied by domestic sources and enter the cost estimate for each component for which exceptions are requested, as supplied by foreign sources.

NOTE: If the total domestic project cost in the Price Comparison Table does not exceed the total foreign project cost indicated by more than 25%, HUD will not continue to process the exception based on cost.

2. Cumulative Cost Table (Table 2)

| FOREIGN AND DOMESTIC ITEMS COST COMPARISON SUMMARY | | | |
|--|-------------------|-------------------------------|---------------------------|
| | Cost (dollars) | Cost increase (dollars) | Percentage of increase |
| Item #1: | | | |
| Item #2: | | | |
| Item #3: | | | |
| TOTAL (Increase cost in overall project) | | | |

3. The PHA **must also submit the following supporting documentation (check each one):**

- i. Relevant excerpts from the bid documents used by the contractors to complete the Price Comparison Table; and
- ii. Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers. This could include a summary if the survey was oral.

B. Exception Request based on Availability: If the PHA’s request is based on a belief that inclusion of iron, steel and manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality, **in addition to the General Requirements above in Section I, the request must include all of the following (check each one):**

- 1. The PHA provided the following supporting documentation (necessary to demonstrate the availability, quantity, and quality of the materials for which the exception is requested). Please note that the PHA must illustrate all three components of this provision of the Recovery Act exist in order to be considered for this exception:

Cumulative Cost Table (Table 2)

| FOREIGN AND DOMESTIC ITEMS COST COMPARISON | | | |
|---|-----------------|----------|------------------------|
| Description of Item | Unit of Measure | Quantity | Time of Delivery/Avail |
| Item 1/Foreign Supplier Foreign steel, iron, or manufactured good | | | |
| List name, address, telephone number, email address, and contact for foreign supplier | | | |
| Item 1/Domestic Supplier 1: Domestic steel, iron, or manufactured good | | | |
| List name, address, telephone number, email address, and contact for Supplier 1 | | | |
| Item 1/Domestic Supplier 2: Domestic steel, iron, or manufactured good | | | |
| List name, address, telephone number, email address, and contact for Supplier 2 | | | |
| Item 1/Domestic Supplier 3: Domestic steel, iron, or manufactured good | | | |
| List name, address, telephone number, email address, and contact for Supplier 3 | | | |
| Project Description*: | | | |

*Including project schedule and relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials.

2. Cumulative Cost Table (Table 2)

| FOREIGN AND DOMESTIC ITEMS COST COMPARISON SUMMARY | | | |
|--|--------------|----------|---------|
| | Availability | Quantity | Quality |
| Item #1: | | | |
| | | | |
| Item #2: | | | |
| | | | |
| Item #3: | | | |
| | | | |
| TOTAL (Insufficient quantity, not readily available and not of a satisfactory quality) | | | |
| | | | |

- _____ 2. The PHA has certified that it has made efforts to find available domestic sources, and is maintain documentation of its process for identifying suppliers, and a list of contacted suppliers.
- _____ 3. The PHA has attached a statement from the contractor confirming the non-availability of the domestic construction materials for which the exception is sought.

Addendum 3 - FAR List

This is the current list of nonavailable articles listed at 48 C.F.R 25.104(a) and the procedures at 48 C.F.R 25.103(b)(1) to apply if any of those articles are manufactured goods needed in the project covered by the Buy American requirements. See also 2 C.F.R 176.80. HUD and HUD program grantees covered by the Buy American requirements may use these already approved exceptions as described below. HUD may learn of other manufactured goods that are not available in sufficient and reasonably available quantities and of a satisfactory quality, upon such a finding and HUD could except those manufactured goods in a national exception or HUD could apply to have them included on the list at 48 C.F.R 25.104(a).

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[Title 48, Volume 1]

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TITLE 48--FEDERAL ACQUISITION REGULATIONS SYSTEM

CHAPTER 1--FEDERAL ACQUISITION REGULATION

Sec. 25.104 Nonavailable articles.

(a) The following articles have been determined to be nonavailable in accordance with 25.103(b)(1)(i):

Acetylene, black.

Agar, bulk.

Anise.

Antimony, as metal or oxide.

Asbestos, amosite, chrysotile, and crocidolite.

Bamboo shoots.

Bananas.

Bauxite.

Beef, corned, canned.

Beef extract.

Bephenium hydroxynapthoate.

Bismuth.

Books, trade, text, technical, or scientific; newspapers; pamphlets; magazines; periodicals; printed briefs and films; not printed in the United States and for which domestic editions are not available.

Brazil nuts, unroasted.

Cadmium, ores and flue dust.

Calcium cyanamide.

Capers.

Cashew nuts.

Castor beans and castor oil.
Chalk, English.
Chestnuts.
Chicle.
Chrome ore or chromite.
Cinchona bark.
Cobalt, in cathodes, rondelles, or other primary ore and metal forms.
Cocoa beans.
Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared form.
Coffee, raw or green bean.
Colchicine alkaloid, raw.
Copra.
Cork, wood or bark and waste.
Cover glass, microscope slide.
Crane rail (85-pound per foot).
Cryolite, natural.
Dammar gum.
Diamonds, industrial, stones and abrasives.
Emetine, bulk.
Ergot, crude.
Erythrityl tetranitrate.
Fair linen, altar.
Fibers of the following types: abaca, abace, agave, coir, flax, jute, jute burlaps, palmyra, and sisal.
Goat hair canvas.
Goat and kidskins.
Grapefruit sections, canned.
Graphite, natural, crystalline, crucible grade.
Hand file sets (Swiss pattern).
Handsewing needles.
Hemp yarn.
Hog bristles for brushes.
Hyoscine, bulk.
Ipecac, root.
Iodine, crude.
Kaurigum.
Lac.
Leather, sheepskin, hair type.
Lavender oil.
Manganese.
Menthol, natural bulk.
Mica.
Microprocessor chips (brought onto a Government construction site as separate units for incorporation into building systems during construction or repair and alteration of real property).
Nickel, primary, in ingots, pigs, shots, cathodes, or similar forms; nickel oxide and nickel salts.
Modacrylic fur ruff.
Nitroguanidine (also known as picrite).

Nux vomica, crude.
Oiticica oil.
Olive oil.
Olives (green), pitted or unpitted, or stuffed, in bulk.
Opium, crude.
Oranges, mandarin, canned.
Petroleum, crude oil, unfinished oils, and finished products.
Pine needle oil.
Platinum and related group metals, refined, as sponge, powder, ingots, or cast bars.
Pyrethrum flowers.
Quartz crystals.
Quebracho.
Quinidine.
Quinine.
Rabbit fur felt.
Radium salts, source and special nuclear materials.
Rosettes.
Rubber, crude and latex.
Rutile.
Santonin, crude.
Secretin.
Shellac.
Silk, raw and unmanufactured.
Spare and replacement parts for equipment of foreign manufacture, and for which domestic parts are not available.
Spices and herbs, in bulk.
Sugars, raw.
Swords and scabbards.
Talc, block, steatite.
Tantalum.
Tapioca flour and cassava.
Tartar, crude; tartaric acid and cream of tartar in bulk.
Tea in bulk.
Thread, metallic (gold).
Thyme oil.
Tin in bars, blocks, and pigs.
Triprolidine hydrochloride.
Tungsten.
Vanilla beans.
Venom, cobra.
Water chestnuts.
Wax, carnauba.
Wire glass.
Woods; logs, veneer, and lumber of the following species: Alaskan yellow cedar, angelique, balsa, ekki, greenheart, lignum vitae, mahogany, and teak.
Yarn, 50 Denier rayon.

(b) This list will be published in the Federal Register for public comment no less frequently than once every five years. Unsolicited recommendations for deletions from this list may be submitted at any time and should provide sufficient data and rationale to permit evaluation (see 1.502).

[64 FR 72419, Dec. 27, 1999, as amended at 69 FR 34241, June 18, 2004;
70 FR 11743, Mar. 9, 2005]

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TITLE 48--FEDERAL ACQUISITION REGULATIONS SYSTEM

CHAPTER 1--FEDERAL ACQUISITION REGULATION

Sec. 25.103 Exceptions.

When one of the following exceptions applies, the contracting officer [of the PHA] may acquire a foreign end product without regard to the restrictions of the Buy American Act:

* * * * *

(b) Nonavailability. The Buy American Act does not apply with respect to articles, materials, or supplies if articles, materials, or supplies of the class or kind to be acquired, either as end items or components, are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

(1) Class determinations. (i) A nonavailability determination has been made for the articles listed in 25.104. This determination does not necessarily mean that there is no domestic source for the listed items, but that domestic sources can only meet 50 percent or less of total U.S. Government and nongovernment demand.

(ii) Before acquisition of an article on the list, the procuring agency [PHA] is responsible to conduct market research appropriate to the circumstances, including seeking of domestic sources. This applies to acquisition of an article as--

(A) An end product; or

(B) A significant component (valued at more than 50 percent of the value of all the components).

(iii) The determination in paragraph (b)(1)(i) of this section does not apply if the contracting officer [of the PHA] learns at any time before the time designated for receipt of bids in sealed bidding or final offers in negotiation that an article on the list is available domestically in sufficient and reasonably available commercial quantities of a satisfactory quality to meet the requirements of the solicitation. *

* * * * *

(e) Information technology that is a commercial item. The restriction on purchasing foreign end products does not apply to the acquisition of information technology that is a commercial item, when using fiscal year 2004 or subsequent fiscal year funds (Section 535(a) of Division F, Title V, Consolidated Appropriations Act, 2004, and similar sections in subsequent appropriations acts) [explanation added].

[64 FR 72419, Dec. 27, 1999, as amended at 70 FR 11742, Mar. 9, 2005; 71 FR 224, Jan. 3, 2006]

Addendum 4

National Exception for any Project Substantially Under Contract or Underway Prior to Acceptance of Public Housing Capital Fund Recovery Formula or Competitive Grants

This exception is applicable to HUD Recovery Act projects subject to the Buy American requirement, and covers public housing development, including conventional development (24 C.F.R. 941.102(a)(1)) and mixed-finance development (24 C.F.R. 941.102(a)(4)) where the PHA is both developer and general partner and where the PHA has a significant role and the PHA would be subject to 24 C.F.R part 85. This exception does not apply to turnkey or acquisition methods of public housing development (24 C.F.R. 941.102(a)(2) or (3)). This exception is also applicable to modernization projects. Development and Modernization requirements are discussed separately below:

I. For Projects That Have Not Begun Construction but are Substantially Under Contract

A. Public Housing Development

In order to be substantially under contract, a **project must have all of the following characteristics prior to the date that the PIH Implementation Guide for the Buy American Requirement is issued**

1. The PHA is the project's developer (only for mixed finance development);
2. The PHA has secured financial commitments (tax credits, investor for credits, or other funding sources) for the project (only for mixed finance development);
3. The PHA has bid out the project's construction and selected a general contractor. The general contractor has provided a price or estimates, which do not include the use of all American-made products. The PHA must ensure that the documentation of the bid and the bid process is in its files;
4. The PHA has submitted a rental term sheet to HUD (only for mixed finance development);
5. The project is in the PHA's 5-Year Plan and Annual Plan;
6. The project is ready to begin construction once HUD provides its approval and will have all required, building and other necessary permits to start construction; and
7. The PHA can show that it is in the public interest to move ahead with the project and not rebid the construction work to ensure that all products are American-made. Rebidding **will result in one or more** of the following:
 - a. A substantial delay of the construction and completion of public housing;

- b. A substantial increase in a project's cost, which renders the project infeasible given the financial resources that have already been committed to it;
- c. One or more lenders or granters or the construction contractor rescinding their commitment to the project resulting in the project being significantly delayed or rendering it infeasible;
- d. PHA missing the obligation and expenditure deadlines specified in the Recovery Act (obligate 100% of the funds within one year of the effective date of the CFRF or CFRC Annual Contributions Contract (ACC) Amendment; expend 60% within two years of the effective date of the ACC Amendment; and expend 100% within three years of the effective date of the ACC Amendment);
- e. Jobs not being recreated or retained;
- f. Negative economic consequences to a neighborhood or locality if a project is delayed or cannot be built; or
- g. Other compelling negative hardships related to the above.

B. Public Housing Modernization

In order to be substantially under contract, a modernization project (24 C.F.R. parts 905 and 968, including non-routine maintenance, and as described in the PIH Implementation Guidance for the Buy American Requirement) must have all of the following characteristics prior to the date that the PIH Implementation Guidance for the Buy American Requirement is issued:

1. The PHA is modernizing the project;
2. The PHA has bid out the project's modernization work and selected a contractor. The contractor has provided a price or estimates, which do not include the use of all American-made products. The PHA must ensure that the documentation of the bid and the bid process is in its files;
3. The project is in the PHA's 5-Year Plan and Annual Plan;
4. The project is ready to begin modernization once HUD provides its approval and will have all required building and other necessary permits to start construction; and
5. The PHA can show that it is in the public interest to move ahead with the project and not rebid the work to ensure that all products are American-made. Rebidding **will result in one or more** of the following:
 - a. A substantial delay of the modernization and completion of the public

housing work;

- b. A substantial increase in a project's cost, which renders the project infeasible given the financial resources that have already been committed to it;
- c. One or more contractors rescinding their commitment to the project resulting in the project being significantly delayed or rendering it infeasible;
- d. PHA missing the obligation and expenditure deadlines specified in the Recovery Act (obligate 100% of funds within one year of the effective date of the CFRF or CFRC Annual Contributions Contract (ACC) Amendment; expend 60% within two years of the effective date of the ACC Amendment; and, expend 100% within three years of the effective date of the ACC Amendment;
- e. Jobs not being recreated or retained;
- f. Negative economic consequences to a neighborhood or locality if a project is delayed; or
- g. Other compelling negative hardships related to the above.

While no submission to HUD will be required to justify the I.A. or I.B. exception, the PHA must retain information justifying the above factors in its procurement records for the project, which must be available for review by HUD or Office of Inspector General.

II. For Projects Already Underway

A. Public Housing Development

Due to the national financial crisis, a PHA may find that a public housing development (conventional or mixed-finance project) that has already received HUD approval and was under construction has lost one or more of its funding commitments and is now halted due to the loss of this funding commitment(s). In seeking out additional funding sources, the PHA may decide that the commitment of Capital Fund Recovery Formula or Competitive funds to the project is the best way to get the project back on track and to resume construction. Under the project's existing construction contract, such a contract may include the use of manufactured goods that do not meet the Buy American requirement. However, in order to be considered as a project underway, **the PHA must meet the following:**

- 1. The PHA is the project's developer;
- 2. The PHA has secured the remaining financial commitments (tax credits, investor

for credits, or other funding sources) for the project and these sources are currently available to the project (only for mixed finance development);

3. The PHA has an existing construction contract and/or general contractor. The contractor contract does not include the use of all American-made products. The PHA has documentation of the bid and the bid process is in its files;
4. The PHA had submitted a rental term sheet to HUD prior to the start of construction and had received HUD approval for the project (for mixed finance development). In the case of other public housing development, the PHA has an approved development plan and has started construction;
5. The project is in the PHA's 5-Year Plan and Annual Plan;
6. The project is ready to resume construction and has received the required building and other necessary permits to start construction; and
7. The PHA can show that it is in the public interest to resume construction and not rebid the construction work to ensure that all products are American-made.
Rebidding will result in one or more of the following:
 - a. A substantial delay of the construction and completion of public housing;
 - b. A substantial increase in a project's cost, which renders the project infeasible given the financial resources that have already been committed to it;
 - c. One or more lenders or granters or the construction contractor rescinding their commitment to the project resulting in the project being significantly delayed or rendering it infeasible;
 - d. PHA missing the obligation and expenditure deadlines specified in the Recovery Act (obligate 100% of funds within one year of the effective date of the CFRF or CFRC Annual Contributions Contract (ACC) Amendment; expend 60% within two years of the effective date of the ACC Amendment; and, expend 100% within three years of the effective date of the ACC Amendment;
 - e. Jobs not being recreated or retained;
 - f. Negative economic consequences to a neighborhood or locality if a project is delayed or cannot be built; or
 - g. Other compelling negative hardships related to the above.

B. Public Housing Modernization

Due to the national financial crisis, a PHA may find that a public housing modernization project (24 C.F.R. parts 905 and 968, including non-routine maintenance, and as described in the PIH Implementation Guidance for the Buy American Requirement) that has already received HUD approval and was underway is now halted due to the need for additional funding. In seeking out additional funding sources, the PHA may decide that the commitment of Capital Fund Recovery Formula or Competitive funds to the project is the best way to get the project back on track and to resume modernization. Under the project's existing construction contract (to the extent that it is not a significant modification for purposes of 24 C.F.R. part 85), such a contract may include the use of manufactured goods that do not meet the Buy American requirement. However, in order to be considered as a project underway, **the PHA must meet the following:**

1. The PHA is modernizing the project;
2. The PHA has an existing modernization contract and/or general contractor. The contract does not include the use of all American-made products. The PHA has documentation of the bid and the bid process is in its files;
3. The project is in the PHA's 5-Year Plan and Annual Plan;
4. The project is ready to resume modernization and has received the required building and other necessary permits to start modernization; and
5. The PHA can show that it is in the public interest to resume modernization and not rebid the modernization work to ensure that all products are American-made. Rebidding **will result in one or more of the following:**
 - a. A substantial delay of the modernization;
 - b. A substantial increase in a project's cost, which renders the project infeasible given the financial resources that have already been committed to it;
 - c. One or more contractor(s) rescinding their commitment to the project resulting in the project being significantly delayed or rendering it infeasible;
 - d. PHA missing the obligation and expenditure deadlines specified in the Recovery Act (obligate 100% of funds within one year of the effective date of the CFRF or CFRC Annual Contributions Contract (ACC) Amendment; expend 60% within two years of the effective date of the ACC Amendment; and expend 100% within three years of the effective date of the ACC Amendment;
 - e. Jobs not being recreated or retained;

- f. Negative economic consequences to a neighborhood or locality if a project is delayed or cannot be modernized; or
- g. Other compelling negative hardships related to the above.

While no submission to HUD will be required to justify the II. A or B. exception, the PHA must retain information justifying the above factors in its procurement records, which must be available for review by HUD or the Office of Inspector General.

Addendum 5

Questions and Answers

Q1: Section VI, Procurement, item 7 of PIH Notice 2009-12 states that the “Buy America” provisions of the Recovery Act apply to Recovery Act Capital Funds. How does a PHA determine 1) whether a product or contract is likely to include iron, steel and/or manufactured goods subject to the restriction, and 2) whether such materials qualify as “produced in the United States” in accordance with this requirement?

A1: Product labels and descriptions shall be relied on. If in doubt, contact the manufacturer. In the event that the country of origin is unascertainable, PHAs should document the means used in their attempts to verify the country of origin (e.g., informal consultations with manufactures, suppliers, construction contractors, etc.). Also refer to the Office of Management and Budget (OMB) Interim Guidance entitled *Requirements for Implementing Sections 1512, 1605, and 1606 of the American Recovery and Reinvestment Act of 2009 for Financial Assistance Awards*, 74 Fed. Reg. 18449 (April 23, 2009) (to be codified at 2 C.F.R Part 176) (as now in effect and as may be amended from time to time) available at <http://edocket.access.gpo.gov/2009/pdf/E9-9073.pdf>. PHAs should also consider using the sample language provided in **Addendum 1** to the PIH Implementation Guidance for the Buy American Requirement.

Q2: Will the Buy American steel and iron requirements apply to manufactured items such as appliances, heat pumps, and generators. If so, what is the process to determine if they meet the standards and what documentation will be required?

A2: Yes. As stated above, and product labels and descriptions shall be relied on. If in doubt, contact the manufacturer and maintain supporting records. Component or subcomponent parts may be from other countries as long the components and subcomponents are assembled into manufactured goods in the United States.

Q3: What information does a PHA need to include in their contracts and agreements regarding the Buy American requirements?

A3: PHA’s contracts shall state that the Buy American requirements of section 1605 of the Recovery Act apply to work funded with Public Housing Capital Fund Recovery Formula or Competition assistance unless HUD has determined that Section 1605 does not apply to the assisted work or the PHA has received an exception of section 1605 or a national exception applies. PHAs should consider using HUD’s **Sample Buy American Contract Language (Addendum 1 to the PIH Implementation Guidance for the Buy American Requirement)**. **If the PHA has received or is using a national exception, documentary evidence of the exception must be included in the PHA’s procurement records for that project and contract. If HUD has determined that Section 1605 does not apply to the assisted work, the PHA must have documentary evidence of that determination in the PHA’s procurement records for that project. See the PIH Implementation Guidance for the Buy American Requirement for information on exceptions.** Also, the OMB Interim Guidance noted above specifies standard contract and award terms.

Q4: Do the Buy American requirements (section 1605 of the Recovery Act) apply to equipment expended from Capital Fund account 1410 (Administration)?

A4: Yes. Section 1605 applies to account 1410 equipment expenditures whether funded with Public

Housing Capital Fund Recovery Formula or Competitive assistance.

Q5: Does the Buy American requirement extend to heating and cooling units?

A5: Yes. Manufactured goods must be manufactured in the United States, but there is no requirement with regard to the origin of components or subcomponents used in manufactured goods. See 2 C.F.R 176.70(a)(2)(ii).

Q6: The PHA is interested in purchasing water heaters that are assembled in the U.S. and all parts are manufactured in the U.S. except for the relief valve. Does this meet the Buy American requirement?

A6: Yes. These requirements do not apply to iron or steel used as components or subcomponents of manufactured goods used in the project. See 2 C.F.R 176.70(a)(2)(ii).

Q7: What if a PHA wants to purchase manufactured product from a U.S. company, but the product is manufactured outside the U.S.? What if the product is from a non-U.S. company, but is manufactured in the U.S.?

A7: According to OMB regulations at 2 C.F.R 176.70(a)(2), all of the iron, steel and manufactured goods used must be **produced or manufactured in the United States**. Production in the U.S. of the iron or steel used in the product requires all manufacturing processes **must take place in the U.S. except metallurgical processes involving refinement of steel additives**. These requirements do not apply to iron or steel used as components or subcomponents of manufactured goods. There is no requirement with regard to the origin of components or subcomponents in manufactured goods, **as long as the manufacturing occurs in the U.S. Therefore, the purchase of products manufactured in the U.S., regardless of the country of the owner of the company, would be in compliance with section 1605. Also note that there is non-application to acquisitions covered under international agreements, but the PHA would have to be Party to a covered agreement. 2 C.F.R 176.70; 176.90; 176.160; 176.170 and Appendix to Subpart B of 2 C.F.R part 176.**

Q8: What if the contractor is buying a “kit” that is assembled on site? Is that considered manufactured in the U.S.?

A8: The kit would meet the definition of an acceptable manufactured good as it would be brought to the construction site for incorporation into the building or work and has been processed into a specific form and shape or combined with other raw material to create a material that has different properties than the properties of the individual raw materials. See 2 C.F.R. 176.140(a)(1).

Q9: If a PHA wants to purchase iron fencing and they have thoroughly researched the availability of American-manufactured iron fencing, and could not find any iron fencing made or manufactured in the U.S., could they document their attempts and proceed with purchasing the product from a foreign producer? Is a fence covered by the Buy American requirements?

A 9: Iron fencing used in the construction (including development, modernization and nonroutine maintenance) or alteration of public housing with Recovery Act funds is covered by the Buy American requirement. If the PHA finds a product, such as iron fencing, is not available, they should submit an exception request to HUD. **In addition, there is an existing list of nonavailable articles listed at 48 C.F.R 25.104(a) (FAR List). The procedures at 48 C.F.R 25.103(b)(1) to**

apply if any of those articles are manufactured goods needed in the project. See also 2 C.F.R. 176.80. See also Addendum 3 of the PIH Implementation Guidance for the Buy American Requirement.

Q10: Does a PHA need an exception to the Buy American requirement if the funds are used only as a construction source (not part of the permanent financing)?

A10: Yes. The Buy American requirement applies to construction, but not to permanent financing. Use of Recovery Act funds on covered HUD programs for construction would likely involve use of manufactured goods, steel or iron as defined in the OMB Interim Guidance on Buy American at 2 C.F.R part 176 (74 Federal Register 18449, April 23, 2009).

Q11: Do the Buy America requirements affect the purchase of materials from the time the funds are introduced into the project, or is it retroactive to the start of the project? For example, the contractor may have already purchased the materials that are affected by the provision.

A11: The Buy American requirement applies to the use of the Recovery Act funds. If Recovery Act funds are used for purchase of manufactured goods, then the Buy American requirement would apply unless HUD has determined that Section 1605 does not apply to the assisted work or the PHA has received an exception to section 1605 or a national exception applies. The Buy American requirement would not apply to work already performed and funded with non-Recovery Act funds. Similarly, the Buy American requirement would not apply to future work on a portion of the project not funded with Recovery Act funds. See also answer to Q. 3 above.

Q12: Is there a small purchases threshold (e.g., exemption for contracts or purchases under \$100,000) or de minimus amount of non-American iron, steel or manufactured goods that may be contracted for or purchased with Recovery Act Capital Funds?

A12: Section 1605 provides neither a small purchases threshold nor a de minimus exception. However, HUD has granted a national exception for purchases below the simple acquisition threshold. See PIH Implementation Guidance for the Buy American Requirement.

Q13: What are the consequences for noncompliance with the Buy American requirement?

A 13: HUD must follow the requirements in 2 C.F.R 176.130. In addition to other lawful remedies, HUD reserves the right to disallow costs or to take corrective or remedial actions deemed appropriate.

Q14: Where can I find additional information on the Buy American requirement?

A14: Additional information may be found in OMB Interim Guidance entitled *Requirements for Implementing Sections 1512, 1605, and 1606 of the American Recovery and Reinvestment Act of 2009 for Financial Assistance Awards*, 74 Fed. Reg. 18449 (April 23, 2009) (to be codified at 2 C.F.R Part 176) (as now in effect and as may be amended from time to time) available at <http://edocket.access.gpo.gov/2009/pdf/E9-9073.pdf>.

ATTACHMENT N

Instructions

Typed, on a one page letterhead of your company or organization, utilize the following “Buy American Response Statement” as an acknowledgement and response to the requirements of the Buy American Act of 2009. The response must be signed by an authorized representative of the organization and include the date the document was signed.

Buy American Response Statement

The Contractor acknowledges to and for the benefit of the Marin Housing Authority and HUD that it understands the goods and services under this Agreement are being funded with monies made available by the American Reinvestment and Recovery Act of 2009 (Recovery Act) (or are being made available for a project being funded with monies made available by the Recovery Act) and section 1605 of such law contains provisions commonly known as “Buy American.” The Buy American requirement prohibits the use of Recovery Act funds on any project for the construction, alteration, maintenance, or repair of a public building or work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States (“Buy American Requirement”) including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the Marin Housing Authority and HUD that (a) the Contractor has reviewed and understands the Buy American Requirement, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirement, unless an exception of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support an exception of the Buy American Requirement, as may be requested by the Marin Housing Authority or HUD.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Marin Housing Authority to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney’s fees) incurred by the Marin Housing Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part from HUD). Neither this paragraph (nor any provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without prior written consent of HUD.

ATTACHMENT O

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INSURANCE REQUIREMENTS

Each policy must list the HA as a named insured. Any insurance carrier utilized to fulfill the insurance requirements of this Contract shall have a minimum A.M. Best rating of A-X. The Contractor must provide the required insurance at its own expense. Notice of occurrence shall be given to the HA's Executive Director and, at the option of the Contractor, any other HA official permitted by law to receive notice. The Contractor and all Subcontractors waive subrogation rights against the HA for all losses. Each insurance policy must cover the entire contract period.

The insurance required shall include all major division of coverage and shall be on a comprehensive general basis including Premise and Operations (including X-C-U), Owner's Protective (as a separate policy), Products and Completed Operations, and Owned, Non-owned, Leased, and Hired Motor Vehicles. Such insurance shall be written for not less than:

Deleted: any limits of liability required by law or the following limits, whichever are greater

| | | |
|--|----------------------------|-------------|
| Owner's Protective Liability | Each Occurrence | \$1 Million |
| | Aggregate | \$2 Million |
| Commercial Liability | General Aggregate | \$2 Million |
| Products Completed Operations | Aggregate | \$1 Million |
| Personal Injury and Advertising Limit | | \$1 Million |
| Automotive-for all owned, non-owned, hired and leased vehicles: | Each Occurrence | \$1 Million |
| | Combined single limit OR | \$1 Million |
| | Bodily injury- each person | \$100,000 |
| | each accident | \$1 Million |
| Property damage | each occurrence | \$1 Million |
| Umbrella | Combined single limit | \$1 Million |
| | General aggregate | \$1 Million |
| Worker's Compensation | Coverage A | Statutory |
| | Coverage B Each Accident | \$100,000 |
| | Disease-Policy limit | \$500,000 |
| | Disease-Each Employee | \$100,000 |

The Contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above. Any such amounts must be in addition to the umbrella limits required,

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must list all underlying policies, and must list the HA as a named insured. Evidence of such excess liability shall be delivered to the HA in the same form and manner as the required insurance policies.

All insurance shall be written on an occurrence basis, unless the HA approves in writing coverage on a claims-made basis. Coverages whether written on an occurrence or a claims-made basis shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment. All insurance herein required shall be primary and not seek contribution from the housing authority.

Prior to the date of the start of work authorized by the Notice to Proceed, the Contractor shall provide to the Contracting Officer, and/or his/her designee a Certificate(s) of Insurance. The certificate should be signed by a person authorized by that insurer to sign on its behalf. The certificate(s) (Accord Form 25-S or equivalent) is to be received and approved by the HA before work commences.

Certificate(s) of Insurance must provide clear evidence that the Contractor's insurance policies contain the minimum limits of coverage, terms and conditions. Additionally, the certificate must include the following:

- Shall clearly identify the Housing Authority of the County of Marin, its officers, officials, employees, agents, Boards and Commissions as **Additional Insured on additional insured endorsements attached to a certificate of insurance.**
- Shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.

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Additionally, the Contractor shall furnish to the HA copies of any endorsements that are subsequently issued amending limits of coverage.

If you have any questions regarding insurance requirements please contact:

Richard Blanton
Manager, Admin. Services
Housing Authority of the County of Marin
Email: rblanton@marinhousing.org
Tel (415) 491-2562

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

| | | |
|----------|---|--------|
| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURERS AFFORDING COVERAGE | NAIC # |
| INSURED | INSURER A: | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------|-------------|--|---------------|----------------------------------|-----------------------------------|---|----|
| | | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE | \$ |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ |
| | | | | | | MED EXP (Any one person) | \$ |
| | | | | | | PERSONAL & ADV INJURY | \$ |
| | | | | | | GENERAL AGGREGATE | \$ |
| | | | | | | PRODUCTS - COMP/OP AGG | \$ |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | | OTHER THAN EA ACC | \$ |
| | | | | | | AUTO ONLY: AGG | \$ |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE | \$ |
| | | | | | | AGGREGATE | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | |
| | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| | | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

| | |
|--------------------|---|
| CERTIFICATE HOLDER | CANCELLATION |
| | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE |

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations**Applicability**

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, 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 I(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 particular 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 on 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.

(ii) (a) Any class of laborers or mechanics 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 the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 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. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) 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 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, 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.

(iii) 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.

(iv) 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. 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 on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. 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 any 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, 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 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) 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:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) 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;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) 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 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, sponsor, applicant or owner, 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.

4. Apprentices and Trainees.

(i) **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, or with a State Apprenticeship Agency recognized by the Office, 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 the Office of Apprenticeship Training, Employer and Labor Services 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 above, 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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

(ii) **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 on 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 on 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 on the wage determination for the 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 on 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.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

10. (i) Certification of Eligibility. 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 Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ATTACHMENT R

General Decision Number: CA100030 07/09/2010 CA30

Superseded General Decision Number: CA20080030

State: California

Construction Type: Residential

Counties: Alameda, Calaveras, Contra Costa, El Dorado, Marin, Mariposa, Monterey, Napa, Nevada, Placer, Sacramento, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Sutter, Tuolumne, Yolo and Yuba Counties in California.

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

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 03/12/2010 |
| 1 | 03/19/2010 |
| 2 | 04/02/2010 |
| 3 | 05/28/2010 |
| 4 | 06/11/2010 |
| 5 | 07/02/2010 |
| 6 | 07/09/2010 |

ASBE0016-002 01/01/2010

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

AREA 2: CALAVERAS, EL DORADO, MARIPOSA, MONTEREY, NEVADA, PLACER, SACRAMENTO, SAN BENITO, SANTA CRUZ, SOLANO, SONOMA, STANISLAU, SUTTER, TUOLUMNE, 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..... | \$ 50.43 | 16.66 |
| Area 2..... | \$ 39.78 | 16.66 |

ASBE0016-009 01/01/2010

| | 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)....\$ 15.18 2.80

BRCA0003-001 08/01/2008

| | Rates | Fringes |
|----------------------|----------|---------|
| MARBLE FINISHER..... | \$ 28.02 | 12.12 |

BRCA0003-002 05/01/2009

| | Rates | Fringes |
|---|----------|---------|
| BRICKLAYER | | |
| (1) Mariposa..... | \$ 32.74 | 16.81 |
| (7) Marin, Napa, San Francisco, San Mateo, Solano, Sonoma..... | \$ 38.73 | 18.97 |
| (8) Alameda, Contra Costa, San Benito, Santa Clara..... | \$ 38.01 | 17.39 |
| (9) Calaveras, El Dorado, Nevada, Placer, Sacramento, Sutter, Tuolumne,..... | \$ 33.49 | 16.00 |
| (16) Monterey, Santa Cruz... | \$ 34.04 | 20.14 |

SPECIALTY PAY:

- (A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.
- (B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.
- (C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

BRCA0003-007 07/01/2009

| | Rates | Fringes |
|------------------------|----------|---------|
| TERRAZZO FINISHER..... | \$ 30.25 | 11.57 |
| TERRAZZO WORKER..... | \$ 38.93 | 19.32 |

FOOTNOTE: Base machine operator: \$1.00 per hour additional.

BRCA0003-009 08/01/2008

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

MARBLE MASON.....\$ 39.22 18.58

BRCA0003-012 04/01/2009

| | Rates | Fringes |
|----------------------------|-------|---------|
| TITLE FINISHER | | |
| Alameda, Contra Costa, | | |
| Marin, Monterey, Napa, San | | |
| Benito, San Francisco, San | | |
| Mateo, Santa Clara, Stanta | | |
| Cruz, Solano.....\$ | 21.34 | 10.89 |
| Calaveras, Tuolumne.....\$ | 21.16 | 11.02 |
| El Dorado, Nevada, Placer, | | |
| Sacramento, Sutter, Yolo, | | |
| Yuba.....\$ | 21.08 | 8.62 |
| Sonoma.....\$ | 20.83 | 10.37 |
| Tile Layer | | |
| Alameda, Contra Costa, | | |
| Marin, Monterrey, Napa, | | |
| San Benito, San Francisco, | | |
| San Mateo, Santa clara, | | |
| Santa Cruz, Solano.....\$ | 38.51 | 12.17 |
| Calaveras, Tuolumne.....\$ | 34.31 | 12.12 |
| El Dorado, Nevada, Placer, | | |
| Sacramento, Sutter, Yolo, | | |
| Yuba.....\$ | 35.95 | 10.42 |
| Sonoma.....\$ | 35.35 | 12.12 |

CARP0035-005 08/01/2009

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: Calaveras, El Dorado, Mariposa, Nevada, Placer, Sacramento, Sutter, Tuolumne, Yolo, & Yuma Counties

| | Rates | Fringes |
|-----------------------------|-------|---------|
| Drywall Installers/Lathers: | | |
| Area 1.....\$ | 36.50 | 21.40 |
| Area 2.....\$ | 30.62 | 21.40 |
| Area 4.....\$ | 29.77 | 21.40 |
| Drywall Stocker/Scrapper | | |
| Area 1.....\$ | 18.25 | 13.29 |
| Area 2.....\$ | 15.31 | 13.29 |
| Area 4.....\$ | 14.89 | 13.29 |

CARP0035-009 07/01/2009

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 3: El Dorado (Western), Placer, Sacramento & Yolo

AREA 4: Calaveras, El Dorado (Eastern), Mariposa, Nevada, Sutter, Tuolumne & Yuma Counties

| | Rates | Fringes |
|---|----------|---------|
| CARPENTER (AREA 1) | | |
| (1) Carpenter..... | \$ 36.50 | 20.96 |
| (2) Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 36.65 | 20.96 |
| (3) Millwright..... | \$ 36.60 | 22.55 |
| CARPENTER (AREA 2) | | |
| (1) Carpenter..... | \$ 30.62 | 20.96 |
| (2) Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 30.77 | 20.96 |
| (3) Millwright..... | \$ 33.12 | 22.55 |
| CARPENTER (AREA 3) | | |
| (1) Carpenter..... | \$ 29.72 | 20.96 |
| (2) Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 29.87 | 20.96 |
| (3) Millwright..... | \$ 32.22 | 22.55 |
| CARPENTER (AREA 4) | | |
| (1) Carpenter..... | \$ 29.27 | 20.96 |
| (2) Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 29.42 | 20.96 |
| (3) Millwright..... | \$ 31.77 | 22.55 |

ELEC0006-003 12/01/2008

ALAMEDA, CONTRA COSTA, EL DORADO, MARIN, MONTEREY, NAPA,
PLACER, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA,
SANTA CRUZ, SOLANO, SONOMA, AND YUBA COUNTIES

| | Rates | Fringes |
|------------------------|----------|----------|
| Sound & Communications | | |
| Installer..... | \$ 29.87 | 3%+11.95 |
| Technician..... | \$ 34.01 | 3%+11.95 |

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.

ELEC0006-005 06/01/2007

SAN FRANCISCO COUNTY

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 30.30 | 12.20 |

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

ELEC0006-006 12/01/2006

CALAVERAS, MARIPOSA AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|----------|----------|
| Communications & Systems Technician..... | \$ 26.72 | 3%+10.65 |
| Communications and Systems Installer..... | \$ 23.47 | 3%+10.65 |

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.

ELEC0006-009 06/01/2009

SAN FRANCISCO COUNTY:

| | Rates | Fringes |
|---------------------|----------|---------|
| ELECTRICIAN | | |
| All other work..... | \$ 53.05 | 21.685 |

 ELEC0180-002 12/01/2009

NAPA & SOLANO COUNTIES

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 28.22 | 3%+9.79 |

 ELEC0234-002 12/01/2008

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES:

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 24.94 | 3%+9.24 |

 ELEC0302-002 06/01/2010

CONTRA COSTA COUNTY

| | Rates | Fringes |
|--------------------|----------|----------|
| CABLE SPLICER..... | \$ 52.49 | 3%+20.15 |
| ELECTRICIAN..... | \$ 46.21 | 3%+20.15 |

 ELEC0332-002 06/01/2009

SANTA CLARA COUNTY

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 29.57 | 3%+9.49 |

 ELEC0340-001 12/01/2009

EL DORADO (West of Sierra Mt. Watershed), NEVADA (West of Sierra Mt. Watershed), PLACER (West of Sierra Mt. Watershed), SACRAMENTO, SUTTER, YOLO, YUBA

| | Rates | Fringes |
|---|----------|----------|
| ELECTRICIAN | | |
| Four stories..... | \$ 38.43 | 3%+12.45 |
| Work on single family homes and apartments up to and including 3 stories..... | \$ 22.10 | 3%+9.24 |

 ELEC0401-006 01/01/2008

EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), and PLACER (east of the main watershed)

divide) COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| ELECTRICIAN..... | \$ 20.63 | 8.00 |
| ----- | | |
| ELEC0551-003 12/01/2008 | | |

MARIN AND SONOMA COUNTIES:

| | Rates | Fringes |
|-------------------------|----------|---------|
| ELECTRICIAN..... | \$ 28.22 | 3%+9.24 |
| ----- | | |
| ELEC0595-003 12/01/2009 | | |

CALAVERAS COUNTY

| | Rates | Fringes |
|-------------------------|----------|------------|
| CABLE SPLICER..... | \$ 37.13 | 7.5%+20.04 |
| ELECTRICIAN..... | \$ 22.10 | 3%+9.24 |
| ----- | | |
| ELEC0595-004 06/01/2009 | | |

ALAMEDA COUNTY

| | Rates | Fringes |
|-------------------------|----------|----------|
| CABLE SPLICER..... | \$ 50.06 | 3%+22.25 |
| ELECTRICIAN..... | \$ 44.50 | 3%+22.25 |
| ----- | | |
| ELEC0617-002 06/01/2009 | | |

SAN MATEO COUNTY

| | Rates | Fringes |
|-------------------------|----------|---------|
| ELECTRICIAN..... | \$ 50.00 | 20.83 |
| ----- | | |
| ELEC0684-002 12/01/2008 | | |

MARIPOSA, MERCED AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| ELECTRICIAN..... | \$ 22.10 | 3%+9.24 |
| ----- | | |
| ELEV0008-001 01/01/2010 | | |

| | Rates | Fringes |
|------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 54.89 | 20.035 |

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly

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

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"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: Power Equipment | | |
| (AREA 1:) | | |
| GROUP 1..... | \$ 36.35 | 21.69 |
| GROUP 2..... | \$ 34.90 | 21.69 |
| GROUP 3..... | \$ 33.50 | 21.69 |
| GROUP 4..... | \$ 32.17 | 21.69 |
| GROUP 5..... | \$ 30.96 | 21.69 |
| GROUP 6..... | \$ 29.69 | 21.69 |
| GROUP 7..... | \$ 28.60 | 21.69 |
| GROUP 8..... | \$ 27.52 | 21.69 |
| GROUP 8-A..... | \$ 25.40 | 21.69 |
| OPERATOR: Power Equipment | | |
| (Cranes and Attachments - | | |
| AREA 1:) | | |
| GROUP 1 | | |
| Cranes..... | \$ 37.20 | 21.69 |
| Oiler..... | \$ 28.37 | 21.69 |
| Truck crane oiler..... | \$ 30.54 | 21.69 |
| GROUP 2 | | |
| Cranes..... | \$ 35.51 | 21.69 |
| Oiler..... | \$ 28.15 | 21.69 |
| Truck crane oiler..... | \$ 30.30 | 21.69 |
| GROUP 3 | | |
| Cranes..... | \$ 33.87 | 21.69 |
| Hydraulic..... | \$ 29.69 | 21.69 |
| Oiler..... | \$ 27.90 | 21.69 |
| Truck crane oiler..... | \$ 30.06 | 21.69 |

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds.

up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

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

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction 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; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled

unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; 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; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

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

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

ALL CRANES AND ATTACHMENTS

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

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

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

AREA DESCRIPTIONS:

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

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with
Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra
County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
 Area 1: Central part
 Area 2: Remainder

SONOMA COUNTY:
 Area 1: All but the Northwestern corner
 Area 2: Reaminder

TEHAMA COUNTY:
 Area 1: All but the Western border with mendocino & Trinity
 Counties
 Area 2: Remainder

TRINITY COUNTY:
 Area 1: East Central part and the Northeaster border with
 Shasta County
 Area 2: Remainder

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

TUOLUMNE COUNTY:
 Area 1: Remainder
 Area 2: Eastern Part

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SEE AREA DESCRIPTIONS BELOW

| | Rates | Fringes |
|---------------------------|----------|---------|
| OPERATOR: Power Equipment | | |
| (LANDSCAPE WORK ONLY) | | |
| GROUP 1 | | |
| AREA 1..... | \$ 28.64 | 20.53 |
| AREA 2..... | \$ 30.64 | 20.53 |
| GROUP 2 | | |
| AREA 1..... | \$ 25.04 | 20.53 |
| AREA 2..... | \$ 27.04 | 20.53 |
| GROUP 3 | | |
| AREA 1..... | \$ 20.43 | 20.53 |
| AREA 2..... | \$ 22.43 | 20.53 |

GROUP DESCRIPTIONS:

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

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder

Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

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

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border

with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeast border with
Shasta County
Area 2: Remainder

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

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

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| | Rates | Fringes |
|--|----------|---------|
| IRONWORKER | | |
| Fence Erector..... | \$ 26.58 | 15.26 |
| Ornamental, Reinforcing and Structural..... | \$ 33.00 | 23.73 |

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

LABO0036-001 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

| | Rates | Fringes |
|--------------------------|----------|---------|
| MASON TENDER, BRICK..... | \$ 26.93 | 16.50 |

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.

LABO0036-002 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

| | Rates | Fringes |
|---------------------|----------|---------|
| PLASTER TENDER..... | \$ 26.48 | 16.23 |

FOOTNOTES: Work on a suspended scaffold: \$5.00 per day additional. Work operating a plaster mixer pump gun: \$1.00 per hour additional.

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AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - CALVERAS, EL DORADO, MARIPOSA, MONTEREY, NAPA, NEVADA, PLACER, SACRAMENTO, SAN BENITO, SANTA CRUZ, SOLANO, SONOMA, SUTTER, TUOLUMNE, YOLO AND YUBA COUNTIES

| | Rates | Fringes |
|--|----------|---------|
| Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:) | | |
| Construction Specialist | | |
| Group..... | \$ 27.84 | 14.93 |
| GROUP 1..... | \$ 27.14 | 14.93 |
| GROUP 1-a..... | \$ 27.36 | 14.93 |
| GROUP 1-c..... | \$ 27.19 | 14.93 |
| GROUP 1-e..... | \$ 27.69 | 14.93 |
| GROUP 1-f..... | \$ 27.72 | 14.93 |
| GROUP 1-g (Contra Costa County)..... | \$ 27.34 | 14.93 |
| GROUP 2..... | \$ 26.99 | 14.93 |
| GROUP 3..... | \$ 26.89 | 14.93 |
| GROUP 4..... | \$ 20.58 | 14.93 |

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

| | | |
|--|----------|-------|
| Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:) | | |
| Construction Specialist | | |
| Group..... | \$ 26.84 | 14.93 |
| GROUP 1..... | \$ 26.14 | 14.93 |
| GROUP 1-a..... | \$ 26.36 | 14.93 |
| GROUP 1-c..... | \$ 26.19 | 14.93 |
| GROUP 1-e..... | \$ 26.69 | 14.93 |
| GROUP 1-f..... | \$ 26.72 | 14.93 |
| GROUP 2..... | \$ 25.99 | 14.93 |
| GROUP 3..... | \$ 25.89 | 14.93 |
| GROUP 4..... | \$ 19.58 | 14.93 |

| | | |
|------------------------------|----------|-------|
| Laborers: (GUNITE - AREA A:) | | |
| GROUP 1..... | \$ 28.10 | 14.93 |
| GROUP 2..... | \$ 27.60 | 14.93 |
| GROUP 3..... | \$ 27.01 | 14.93 |
| GROUP 4..... | \$ 26.89 | 14.93 |

| | | |
|------------------------------|----------|-------|
| Laborers: (GUNITE - AREA B:) | | |
| GROUP 1..... | \$ 27.10 | 14.93 |
| GROUP 2..... | \$ 26.60 | 14.93 |
| GROUP 3..... | \$ 26.01 | 14.93 |
| GROUP 4..... | \$ 25.89 | 14.93 |

| | | |
|---|----------|-------|
| Laborers: (WRECKING - AREA A:) | | |
| GROUP 1..... | \$ 27.14 | 14.93 |
| GROUP 2..... | \$ 26.99 | 14.93 |
| Laborers: (WRECKING - AREA B:) | | |
| GROUP 1..... | \$ 26.14 | 14.93 |
| GROUP 2..... | \$ 25.99 | 14.93 |
| Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:) | | |
| Establishment Warranty | | |
| Period..... | \$ 20.58 | 14.59 |
| New Construction..... | \$ 26.89 | 14.93 |
| Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:) | | |
| Establishment Warranty | | |
| Period..... | \$ 19.58 | 14.59 |
| New Construction..... | \$ 25.89 | 14.93 |

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 buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and

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

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

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

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

GROUP 1-d: Maintenance and repair track and road beds (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; Pressure 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)

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: Gunitite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

AREA DESCRIPTIONS:

AREA 1:

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

AREA 2:

CALVERAS, EL DORADO, MARIPOSA, MONTEREY, NAPA, NEVADA, PLACER, SACRAMENTO, SAN BENITO, SANTA CRUZ, SOLANO, SONOMA, SUTTER, TUOLUMNE, YOLO AND YUBA COUNTIES

LABO0067-004 12/01/2008

ALAMEDA, CALAVERAS, CONTRA COSTA, MARIN, MARIPOSA, MONTEREY, NAPA, NEVADA, PLACER, SACRAMENTO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, SONOMA, SUTTER, TUOLUMNE, YOLO, AND YUBA COUNTIES:

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Asbestos Removal Laborer..... | \$ 18.08 | 6.60 |

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.

* LABO0073-002 07/01/2009

CALAVERAS, EL DORADO, MARIPOSA, MARIN, NAPA, NEVADA, PLACER, SACRAMENTO, SOLANO, SONOMA, SUTTER, TUOLUMNE, YOLO & YUBA

| | Rates | Fringes |
|-----------------------|----------|---------|
| Plasterer tender..... | \$ 28.37 | 14.14 |

LABO0073-004 07/01/2009

CALVERAS, MARIPOSA, AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|------------------------------------|----------|---------|
| LABORER Mason Tender-Brick..... | \$ 27.03 | 14.93 |

LABO0139-003 07/01/2009

NAPA, SOLANO AND SONOMA COUNTIES:

| | Rates | Fringes |
|-------------------------|----------|---------|
| LABORER | | |
| Mason Tender-Brick..... | \$ 27.28 | 14.93 |

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

LABO0166-002 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

| | Rates | Fringes |
|------------------------------------|----------|---------|
| Plasterer tender..... | \$ 30.15 | 15.90 |
| Gun Man \$0.75 per hour additional | | |

LABO0166-003 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES

| | Rates | Fringes |
|-------------------|----------|---------|
| Brick Tender..... | \$ 27.60 | 15.90 |

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.

LABO0185-003 07/01/2009

EL DORADO, MONTEREY, NEVADA, PLACER, SACRAMENTO, SAN BENITO, SUTTER, YOLO AND YUBA COUNTIES:

| | Rates | Fringes |
|-------------------------|----------|---------|
| LABORER | | |
| Mason Tender-Brick..... | \$ 27.03 | 14.93 |

LABO0270-002 07/01/2008

Santa Clara & Santa Cruz Counties

| | Rates | Fringes |
|-------------------------|----------|---------|
| MASON TENDER, BRICK | | |
| Santa Clara County..... | \$ 27.93 | 13.48 |
| Santa Cruz County..... | \$ 26.93 | 13.48 |

LABO0270-004 07/01/2007

SANTA CLARA & SANTA CRUZ

| | Rates | Fringes |
|---------------------|----------|---------|
| PLASTER TENDER..... | \$ 27.62 | 13.73 |

LABO0291-002 07/01/2009

MARIN COUNTY

| | Rates | Fringes |
|-------------------------|----------|---------|
| LABORER | | |
| Mason Tender-Brick..... | \$ 28.28 | 14.91 |

LABO0297-002 08/01/2007

MONTEREY AND SAN BENITO COUNTIES:

| | Rates | Fringes |
|-----------------------|----------|---------|
| Plasterer tender..... | \$ 23.70 | 11.50 |

FOOTNOTE: Mixer person: \$4.00 per day additional.

PAIN0016-002 01/01/2010

CALAVERAS, EL DORADO (west of the Sierra Nevada Mountains), MARIPOSA, NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); SACRAMENTO, STANISLAUS, SUTTER, TUOLUMNE, YOLO & YUBA COUNTIES:

| | Rates | Fringes |
|------------|----------|---------|
| Painters: | | |
| Brush..... | \$ 29.82 | 12.72 |

SPRAY/SANDBLAST: \$0.50 additional per hour.
EXOTIC MATERIALS: \$1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-009 01/01/2010

ALAMEDA, CONTRA COSTA, MARIPOSA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ AND SONOMA COUNTIES

| | Rates | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 43.66 | 14.82 |

PAIN0016-011 01/01/2010

AREA 1: ALAMEDA; CONTRA COSTA; NAPA; SAN FRANCISCO; SAN MATEO;
SANTA CLARA; SOLANO and SONOMA COUNTIES

AREA 2: CALAVERAS, EL DORADO COUNTY (West of the Sierra Nevada
Mountains); MARIPOSA, MONTEREY; PLACER (West of the Sierra
Nevada Mountains); SACRAMENTO; SAN BENITO; SANTA CRUZ; SIERRA
(West of the Sierra Nevada Mountains); SUTTER, TUOLUMNE AND
YUBA COUNTIES

| | Rates | Fringes |
|------------------------|----------|---------|
| Drywall Finisher/Taper | | |
| AREA 1..... | \$ 40.66 | 16.18 |
| AREA 2..... | \$ 36.53 | 14.78 |

PAIN0016-013 07/01/2009

ALAMEDA, CONTRA COSTA, MARIN, MONTEREY, NAPA, SAN BENITO, SAN
MATEO, SANTA CLARA, SANTA CRUZ, SOLANO & SONOMA COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| PAINTER..... | \$ 34.00 | 15.87 |

FOOTNOTES:
Spray Work: \$0.50 additional per hour.
Exotic Materials: \$0.75 additional per hour

PAIN0016-019 07/01/2009

SAN FRANCISCO COUNTY

| | Rates | Fringes |
|--------------|----------|---------|
| PAINTER..... | \$ 37.62 | 15.87 |

PAIN0169-003 01/01/2010

MARIPOSA COUNTY

| | Rates | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 31.18 | 14.15 |

PAIN0169-006 01/01/2010

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..... | \$ 41.51 | 17.66 |

 * PAIN0567-002 07/01/2009

EL DORADO COUNTY (east of the Sierra Nevada Mountains); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains):

| | Rates | Fringes |
|-----------------------|----------|---------|
| PAINTER | | |
| Brush and Roller..... | \$ 24.89 | 7.85 |
| Spray Painter & Paper | | |
| Hanger..... | \$ 25.74 | 7.85 |

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.

 PAIN0567-008 07/01/2009

EL DORADO COUNTY (east of the the Sierra Nevada Mountains); NEVADA COUNTY (east of the Sierra Nevada Mountains); AND PLACER COUNTY (east of the Sierra Nevada Mountains):

| | Rates | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 26.41 | 9.85 |

 PAIN0567-011 07/01/2009

EL DORADO COUNTY (east of the Sierra Nevada Mountains); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains):

| | Rates | Fringes |
|-----------------------------|----------|---------|
| DRYWALL FINISHER/TAPER..... | \$ 26.54 | 8.95 |

STEEPLEJACK-Drywall Finisher over 40 ft with open space below: \$1.50 additional per hour.

 PAIN0767-002 07/01/2009

CALAVERAS, EL DORADO, NEVADA, PLACER, SACRAMENTO; SOLANO (Remainder of County), SUTTER, TUOLUMNE, YOLO AND YUBA COUNTIES:

| | Rates | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 33.53 | 16.20 |

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 wear a body harness shall receive \$1.50 above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2009

HIGHWAY IMPROVEMENT

| | Rates | Fringes |
|---------------------------------------|----------|---------|
| Parking Lot Striping/Highway Marking: | | |
| GROUP 1..... | \$ 29.44 | 12.51 |
| GROUP 2..... | \$ 24.23 | 12.51 |
| GROUP 3..... | \$ 24.86 | 12.51 |

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-002 01/01/2010

CALAVERAS COUNTY AND EL DORADO (west of the Sierra Nevada Mountains); NEVADA (west of the Sierra Nevada Mountains); PLACER COUNTY (west of the Sierra Nevada Mountains); SACRAMENTO, SUTTER, TUOLUMNE, YOLO AND YUBA COUNTIES:

| | Rates | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 30.54 | 13.39 |

PLAS0066-001 07/01/2009

ALAMEDA, CONTRA COSTA, SAN FRANCISCO AND SAN MATEO COUNTIES:

| | Rates | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 33.24 | 21.15 |

PLAS0300-002 07/01/2009

| | Rates | Fringes |
|---|----------|---------|
| PLASTERER | | |
| AREA 224: San Benito, Santa Clara & Santa Cruz Counties..... | \$ 34.22 | 14.08 |
| AREA 295: Calaveras, El Dorado, Napa, Nevada, Placer, Sacramento, Solano, Sonoma, Sutter, Yolo & Yuba Counties..... | \$ 32.82 | 15.10 |
| AREA 337: Monterey County... | \$ 31.01 | 13.93 |
| AREA 355: Marin County..... | \$ 32.82 | 15.30 |

PLAS0300-005 07/01/2006

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 25.88 | 15.03 |

PLUM0038-003 07/01/2009

MARIN, SAN FRANCISCO & SONOMA COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| PLUMBER (Plumber, Steamfitter, Refrigeration Fitter) | | |
| (1) Wood Frame Construction in San Francisco, and all work in Marin & Sonoma Counties..... | \$ 40.03 | 32.23 |
| (2) New Construction in San Francisco County..... | \$ 47.10 | 34.39 |

PLUM0038-007 07/01/2009

MARIN, SAN FRANCISCO & SONOMA COUNTIES

| | Rates | Fringes |
|--|----------|---------|
| Landscape/Irrigation Fitter (Underground/Utility Fitter)..... | \$ 40.03 | 28.43 |

* PLUM0062-001 07/01/2010

MONTEREY AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|----------------------------|----------|---------|
| PLUMBER & STEAMFITTER..... | \$ 40.20 | 20.68 |

* PLUM0159-002 07/01/2010

CONTRA COSTA COUNTY

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 33.66 | 15.39 |

 PLUM0342-002 07/01/2009

ALAMEDA COUNTY

| | Rates | Fringes |
|----------------------------|----------|---------|
| PLUMBER & STEAMFITTER..... | \$ 47.46 | 27.14 |

 PLUM0343-002 07/01/2009

NAPA & SOLANO COUNTIES:

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 30.60 | 17.10 |

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 08/01/2007

EL DORADO, NEVADA AND PLACER COUNTIES (LAKE TAHOE BASIN ONLY)

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 19.08 | 8.92 |

 PLUM0355-002 07/01/2010

ALAMEDA, CALAVERAS, CONTRA COSTA, EL DORADO, MARIPOSA, MONTEREY, NAPA, NEVADA, PLACER, SACRAMENTO, SAN BENITO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, SUTTER, TUOLUMNE, YOLO & YUBA COUNTIES:

| | Rates | Fringes |
|--|----------|---------|
| Underground Utility Worker /Landscape Fitter..... | \$ 28.10 | 7.20 |

 PLUM0393-002 09/01/2008

SAN BENITO & SANTA CLARA COUNTIES

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 30.90 | 7.90 |

 PLUM0442-004 01/01/2010

CALAVERAS, MARIPOSA, SUTTER, TUOLUMNE & YUBA COUNTIES

| | Rates | Fringes |
|----------------------------|----------|---------|
| PLUMBER & STEAMFITTER..... | \$ 35.70 | 19.78 |

PLUM0447-003 07/01/2008

EL DORADO COUNTY (does not include Lake Tahoe area); NEVADA COUNTY (does not include Lake Tahoe area); PLACER COUNTY (does not include Lake Tahoe area); SACRAMENTO AND YOLO COUNTIES:

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 29.78 | 9.57 |

PLUM0467-001 07/01/2010

SAN MATEO COUNTY

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| Plumber/Pipefitter/Steamfitter... | \$ 51.75 | 24.26 |

ROOF0040-001 09/01/2009

SAN FRANCISCO & SAN MATEO COUNTIES:

| | Rates | Fringes |
|-------------|----------|---------|
| ROOFER..... | \$ 33.33 | 10.39 |

ROOF0081-002 08/01/2009

CALAVERAS, MARIPOSA, AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|-------------|----------|---------|
| ROOFER..... | \$ 24.56 | 12.60 |

ROOF0081-003 08/01/2009

ALAMEDA, CONTRA COSTA, MARIN, NAPA, SOLANO, AND SONOMA COUNTIES:

| | Rates | Fringes |
|-------------|----------|---------|
| ROOFER..... | \$ 30.95 | 12.65 |

ROOF0081-005 08/01/2009

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

Rates Fringes

ROOFER.....\$ 26.77 13.93

* ROOF0095-001 08/01/2009

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|----------------------------|-------|---------|
| ROOFER | | |
| Journeyman.....\$ 30.32 | 30.32 | 9.29 |
| Kettle person (2 kettles); | | |
| Bitumastic, Enameler, Coal | | |
| Tar, Pitch and Mastic | | |
| worker.....\$ 33.32 | 33.32 | 9.29 |

SFCA0483-002 01/01/2010

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

| | Rates | Fringes |
|-------------------------------|-------|---------|
| SPRINKLER FITTER.....\$ 27.20 | 27.20 | 11.35 |

SFCA0669-006 04/01/2008

CALAVERAS, EL DORADO, MARIPOSA, MONTEREY, NEVADA, PLACER, SACRAMENTO, SAN BENITO, SANTA CRUZ, SUTTER, TUOLUMNE, YOLO AND YUBA COUNTIES:

| | Rates | Fringes |
|-------------------------------|-------|---------|
| SPRINKLER FITTER.....\$ 24.11 | 24.11 | 2.25 |

SHEE0104-002 07/01/2009

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

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

| | Rates | Fringes |
|---------------------|-------|----------|
| SHEET METAL WORKER | | |
| AREA 1.....\$ 37.67 | 37.67 | 23.93 |
| AREA 2.....\$ 37.32 | 37.32 | 3%+22.45 |
| AREA 3.....\$ 39.25 | 39.25 | 22.26 |

SHEE0162-002 07/01/2009

MARIPOSA AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|-------------------------|----------|---------|
| SHEET METAL WORKER..... | \$ 33.19 | 21.32 |

SHEE0162-010 01/01/2010

CALAVERAS COUNTY:

| | Rates | Fringes |
|-------------------------|----------|---------|
| SHEET METAL WORKER..... | \$ 23.86 | 19.61 |

SHEE0162-011 07/01/2009

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

| | Rates | Fringes |
|-------------------------|----------|---------|
| SHEET METAL WORKER..... | \$ 23.60 | 7.41 |

TEAM0094-001 07/01/2009

| | Rates | Fringes |
|----------------|----------|---------|
| Truck drivers: | | |
| GROUP 1..... | \$ 27.13 | 18.99 |
| GROUP 2..... | \$ 27.43 | 18.99 |
| GROUP 3..... | \$ 27.73 | 18.99 |
| GROUP 4..... | \$ 28.08 | 18.99 |
| GROUP 5..... | \$ 28.43 | 18.99 |

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); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

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

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

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

ATTACHMENT S

24 CFR 135.38 – Section 3 Clause

SUBCHAPTER B - EMPLOYMENT AND BUSINESS OPPORTUNITY

PART 135 - ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW - INCOME PERSONS

subpart b - ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS

135.38 - Section 3 clause.

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

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

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

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

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

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

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



**Section 3 Information
&
Registration Packet**

Section 3 – Economic opportunities for low-income persons.

Section 3 Purpose

Section 3 of the Housing and Urban Development Act of 1968, (see references below) requires that Marin Housing Authority ensure employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, are directed to low-income persons, particularly recipients of government housing assistance, in Marin County. One way Marin Housing Authority (MHA) achieves this goal is by awarding contracts to Section 3 business concerns that have made a commitment to providing opportunities to low-income persons.

In This Packet

If you have been awarded an MHA contract for services or are subcontracting with an MHA contractor, your contract specifies your Section 3 requirements. This packet is designed to clarify any questions you might have about your responsibilities. It is also designed to help you implement these requirements. In this packet you will find:

- Definitions of Section 3 Resident and Section 3 Business Concern
- Section 3 Business Concern Certification Form
- Section 3 Resident Certification Form
- Labor Survey
- Employment Referral Partnership Information

Section 3 Reporting Requirements

Companies that contract directly with MHA will report on their Section 3 status according to the following schedule. Reporting documents should always go to the MHA Project Manager for the project being reported on. Subcontractors on a MHA project are required to report to the company with which they have a contract.

| What to Report | When to Report |
|---|---|
| Labor Survey | With Bid* |
| Section 3 Business Concern Certification(s) | 50% Project Completion & Contract Close |

*Contractors that have executed contracts before 6/22/2010 must submit a labor survey and a subcontracting survey as soon as possible, prior to starting work.

Section 3 References

Section 3 Law – 12 USC 1701u
Section 3 Regulations – 24 CFR part 135

WHAT IS A SECTION 3 RESIDENT?

For purposes of the Marin Housing Authority, a Section 3 resident is and individual who is:

1. A Marin Housing Authority public housing resident;

Or

2. An individual or member of a family who lives in Marin County and whose income is at or below the following low-income guidelines set by HUD.

| Marin County Median Household Income Schedule (FY 2010) | | | | | | | |
|---|----------|----------|----------|-----------------|----------|----------|-----------|
| Household Size | 1 Person | 2 Person | 3 Person | 4 Person | 5 Person | 6 Person | 7 Person |
| Low (80%) Income Limits | \$60,200 | \$68,800 | \$77,400 | \$86,000 | \$92,900 | \$99,800 | \$106,650 |

WHAT IS A SECTION 3 BUSINESS?

There are three ways in which a business can achieve Section 3 status:

Status 1: Resident Owned Business

Fifty-one percent (51%) or more owned by a Section 3 Resident (either public housing resident or low-income Marin County resident).

Status 2: Resident Employed Business

Thirty percent (30%) of full-time, permanent employees are Section 3 Residents (either public housing residents or low-income Marin County residents).

Status 3: Subcontracting to Section 3 Businesses

Twenty-five percent (25%) of the dollar amount of the awarded contract must be subcontracted to Section 3 Business Concerns. This option is only available to Primary Contractors.

Note: A business concern seeking to qualify for Section 3 status must certify their eligibility and must be able to provide evidence of their eligibility when requested.

SECTION 3 PRIMARY CONTRACTOR SELF-CERTIFICATION

Name of Business: _____

Address of Business: _____

Section 3 Contact Person: _____ Phone: _____

Please check the box next to the appropriate status type of your Section 3 Business Concern.

Note: Below each status type is a list of **documents required as evidence of your Section 3 Business Concern eligibility**. These documents should be **kept on file by businesses claiming Section 3 status**. They must be available if requested to provide evidence of eligibility for Section 3 status.

STATUS 1: RESIDENT OWNED BUSINESS

Fifty-one percent (51%) or more owned by a Section 3 Resident (either public housing resident or low-income Marin County resident)

Documents Required:

For sole proprietor: copy of resident lease showing public housing tenant or Marin county resident, tax return showing income at or below guidelines.

Additional documents for other business types: copy of Articles of Incorporation, partnership agreement, or corporation annual report.

STATUS 2: RESIDENT EMPLOYED BUSINESS

Thirty percent (30%) of full-time, permanent employees are Section 3 Residents (either public housing residents or low-income Marin County residents).

Documents Required:

Total number of full-time employees, number of employees claiming Section 3 Resident status, Section 3 Resident Certification forms

STATUS 3: SUBCONTRACTING TO SECTION 3 BUSINESSES

Twenty-five percent (25%) of the dollar amount of the awarded contract is subcontracted to Section 3 Business Concerns who qualified as Status 1 or Status 2.

Documents Required:

- List of subcontracted Section 3 businesses and dollar amount of subcontracts, and
- Section 3 Business Concern Certification form for each subcontractor claiming Section 3 status.

NO STATUS: DO NOT QUALIFY

I have read and understood the requirements necessary and our organization does not and will not qualify as a Section 3 Business.

SECTION 3 CERTIFICATION STATEMENT

By signing below, I certify that:

- I am an authorized representative of the company named above,
- The company named above meets the requirements of the Section 3 status checked,
- I understand that the documents required as evidence of Section 3 status must be kept for at least 5 years from the date of closure of the contract for which they apply,
- I understand that noncompliance with HUD's regulations in 24 CFR part 135 (known as Section 3) may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

SIGNATURE

PRINT NAME

DATE

SECTION 3 SUBCONTRACTOR SELF-CERTIFICATION

Name of Business: _____

Type of Service: _____

Address of Business: _____

Contact: _____ Phone: _____ Phone 2: _____

Primary Contractor or Project Name (if applicable): _____

Please check the box next to the appropriate status type of your Section 3 Subcontracting Business.

Note: Below each status type is a list of **documents required as evidence of your Section 3 eligibility**. These documents are to be **kept on file by any businesses claiming Section 3 status** and they must be made available if requested to provide evidence of eligibility for Section 3 status for a minimum of five (5) years.

STATUS 1: RESIDENT OWNED BUSINESS

Fifty-one percent (51%) or more owned by a Section 3 Resident (either public housing resident or low-income Marin County resident)

Attached Documentation Required:

For sole proprietor:

- Completed Section 3 Resident Self-Certification Form

Additional documents for other business types:

- Copy of Articles of Incorporation, partnership agreement, or corporation annual report

STATUS 2: RESIDENT EMPLOYED BUSINESS

Thirty percent (30%) of full-time, permanent employees are Section 3 Residents (either public housing residents or low-income Marin County residents).

Attached Documentation Required:

- Typed official statement reporting the total number of full-time employees staffed and the total number of employees claiming Section 3 Resident status
- Section 3 Resident Self-Certification Forms completed by Section 3 qualifying employees

NO STATUS: DO NOT QUALIFY

I have read and understood the requirements necessary and our organization does not and will not qualify as a Section 3 Business.

SECTION 3 SELF-CERTIFICATION STATEMENT

By signing below, I certify that:

- I am an authorized representative of the company named above,
- The company named above meets the requirements of the Section 3 status checked,
- I understand that the documents required as evidence of Section 3 status must be kept for a minimum of five (5) years from the date of closure of the contract for which they apply,
- I understand that falsifying information with regard to HUD's regulations in 24 CFR part 135 (known as Section 3) may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- I give permission for this information to be shared with Primary Contractors seeking contracting opportunities with local Section 3 Subcontracting Businesses that they may contact me directly.

SIGNATURE

PRINT NAME

DATE

*Primary contractors must verify that the information provided is sufficient to determine Section 3 status.

SECTION 3 RESIDENT SELF-CERTIFICATION
 (FOR INDIVIDUALS SEEKING TO DEMONSTRATE SECTION 3 STATUS)

Name: _____ Phone: _____

Home Address: _____

Purpose of Section 3

Section 3 of the Housing and Urban Development Act of 1968, requires that Marin Housing Authority ensure employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, are directed to low-income persons, particularly recipients of government housing assistance, in Marin County.

A Section 3 Resident is:

1. A Marin Housing Authority public housing resident;
- Or**
2. An individual or family who lives in Marin County and whose income is at or below the following low-income guidelines set by HUD.

| Marin County Median Household Income Schedule (FY 2010) | | | | | | | |
|--|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Household Size | 1 Person | 2 Person | 3 Person | 4 Person | 5 Person | 6 Person | 7 Person |
| Low (80%) Income Limits | \$60,200 | \$68,800 | \$77,400 | \$86,000 | \$92,900 | \$99,800 | \$106,650 |

Statement of Certification

I, _____, certify that I have reviewed the Section 3 qualifications listed above and am eligible for Section 3 status because (check one):

- I am a Marin Housing Authority public housing resident;
- Or**
- I am a Marin County resident with household income below the amount listed above.

I understand that if requested, I must provide evidence of my eligibility by producing my most recent tax return and residential lease or mortgage statement in place at the date of signing this certification.

If you are unable to provide evidence of Section 3 eligibility, DO NOT SIGN BELOW. Penalties for falsely certifying Section 3 eligibility or being unable to provide evidence when requested may include termination of employment.

Signature: _____ Date: _____

EMPLOYMENT REFERRAL PARTNERSHIP

Marin Housing Authority (MHA) has partnered with the Marin City Community Development Corporation (MCCDC) to provide a central location for community members to find out about job openings on MHA projects and for MHA contractors to get referrals of qualified job seekers that are Section 3 eligible.

When you have job openings, contact:

Drew Douglass

Enterprise Development Director
Marin City Community Development Corporation
630 Drake Avenue, Marin City, CA 94965
Direct Line: (415) 339-2843
Fax: (415) 332-0337

Provide Drew with a list of positions that you need to fill and the minimum qualifications required. MCCDC will provide you with a list of local residents that have indicated they meet your minimum requirements.

Note: While the vast majority of job seekers referred to you from MCCDC will be Section 3 eligible, **MCCDC is not certifying Section 3 eligibility. It is the responsibility of the employer to collect and maintain Section 3 Resident Certification forms for every employee claiming Section 3 status.**

ATTACHMENT U

Final Project Punch List

| | |
|------------------|---------------|
| Agency Name | Date: |
| Address | Owner: |
| City, State, Zip | Project name: |
| Phone Number | |

| Item no. | Description | Date complete | Owner's approval (initial) |
|----------|-------------|---------------|----------------------------|
| 1. | | | |
| 2. | | | |
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| 24. | | | |
| 25. | | | |

Use second sheet if necessary.

Contractor: _____ Owner: _____

Name of person acknowledging punch list: _____ Name of person acknowledging punch list: _____

Signature: _____ Signature: _____