



Request for Proposals
For
Exterior Painting of Low-Rise Buildings
At
Marin City Public Housing

RFP # MHA-09-2014

Issued February 5, 2014

By the Housing Authority of the County of Marin

4020 Civic Center Drive
San Rafael, California 94903
(415) 491-2525

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**Request for Proposal
for
Exterior Painting of Low-Rise Buildings Marin City**

1.0 INTRODUCTION

The Housing Authority of the County of Marin (Marin Housing or MHA), a public corporation, owns or operates 10 multi-family or senior rental housing apartment complexes. Marin Housing will be undertaking an exterior painting project of 17 multi-family buildings with 132 occupied units.

Marin Housing has the immediate need for exterior painting at the family public housing low-rise development. These projects will be funded with Federal HUD Funds. Davis-Bacon Prevailing Wages shall be paid for all work performed under this RFP.

2.0 PROPERTY DESCRIPTION

GOLDEN GATE VILLAGE (MARIN CITY)
429 Drake Avenue
Marin City, CA 94965

The low-rise portion of the property consists of 132 low-rise family apartment and one rental office. Built in 1959-60, wood framed and concrete block/row and townhouse style.

3.0 MARIN HOUSING RESPONSIBILITIES

Marin Housing will be responsible for trimming back landscaping from the Contractors work area.

Marin Housing will select paint colors and shall be Kelly Moore or equal. Each building will have a color scheme comprised of have 4 to 6 colors; including handrails, block walls, stucco, wood trim and siding, beams and roof vents.

Marin Housing will be responsible for arranging for residents to move personal belongings and furnishings away from the Contractors work area including surfaces of the buildings, drying yard enclosures, and storage sheds. However, the Contractor remains responsible for protecting nearby structures, landscaping, vehicles, and personal belongings of residents.

Marin Housing will provide notifications to residents- after Contractor has confirmed start dates per building. Notifications will be given per building.

4.0 PRELIMINARY PROJECT SCHEDULE

February 5, 2014 - Request for Proposals (RFP) issued

February 11, 2014 – Pre-Bidders Mandatory Conference for bidders to walk property. Conference to begin at 10:00 at 263 Drake Ave. Marin City

February 19, 2014 - All questions & clarifications submitted to MHA by 2:00 PM

February 21, 2014 - Responses & questions posted to MHA Website, www.marinhousing.org by 5:00PM

February 25, 2014 - Proposals due, 3:00PM, @ 4020 Civic Center Drive, San Rafael, CA 94903

February 28, 2014 – Proposals evaluated

March 11, 2014- Recommendation present to Board of Commissions and Painting Contract award

5.0 CONDITIONS OF PROPOSAL

- 5.1 The Contractor shall bear all costs incurred in the submission of a Proposal, including any studies or designs. MHA is not responsible for any proposer's expenses incurred in responding to this RFP.
- 5.2 Release of Information: Information submitted in response to this RFP will not be released by MHA during the proposal evaluation process or prior to a contract award. Once contracts have been awarded, release of information will be subject to the California Public Records Act.
- 5.3 Disputes: Any protest against a solicitation must be received before the due date for receipt of proposals, and any protest against rejection of a proposal or the award of a contract must be received within ten calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to MHA Executive Director, who shall issue a written decision on the matter.
- 5.4 Contract award: MHA will evaluate each proposal and rank each offer according to the evaluation factors in listed below in Section 15.0. Primary contracts will be established with the 1st-ranked contractor and, at MHA's option, it may award additional contracts as deemed necessary to maintain secondary/back-up contractors.

6.0 ACCEPTANCE OR REJECTION OF PROPOSALS

Staff will recommend that MHA award contract(s) to the qualified Contractor whose Proposal demonstrates the best value, considering all of the evaluation criteria in section 10.0. MHA reserves the right to accept or reject any or all Proposals, to waive any minor informality or irregularity in any Proposal, or to cancel this procurement at any time.

6.1 MHA RESERVATION OF RIGHTS:

- 6.1.1 MHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time
- 6.1.2 MHA reserves the right to select more than one respondent, to select a respondent(s) for specific purposes or for any combination of specific purposes, and to defer the selection of any respondent(s) to a time of MHA's choosing.
- 6.1.3 MHA reserves the right not to award a contract pursuant to this RFP.
- 6.1.4 Request an oral interview with, and additional information from selected companies/individuals prior to final selection of a provider.

- 6.1.5 MHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time, for its convenience.
- 6.1.6 MHA reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this RFP.
- 6.1.7 MHA reserves the right to retain all bids submitted and not permit withdrawal for a period of 60 days after the deadline for receiving bids.
- 6.1.8 MHA reserves the right to enter into negotiations with any bidders at any time.
- 6.1.9 MHA reserves the right to reject and not consider any bid that does not meet the requirements of this RFP, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- 6.1.10 MHA shall have no obligation to compensate any bidder for any costs incurred in responding to this RFP.
- 6.1.11 MHA shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. Each prospective bidder is hereby agreeing to abide by all terms and conditions listed within this document. Any exceptions must be clearly noted in the proposal.

7.0 REGULATIONS AND SAFE CONDUCT OF WORK

REGULATIONS AND SAFE CONDUCT OF WORK:

- 7.1 Contractor shall plan and conduct the Work to safeguard persons and property from injury. Contractor shall direct the performance of the Work in compliance with reasonable safety and work practices and with applicable federal, state, and local laws, rules, and regulations, including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and the California Division of Occupational Safety and Health, including the wearing the required personal protective equipment at the worksite. MHA may designate safety precautions in addition to those in use or proposed by Contractor. MHA reserves the right to inspect the Work and to halt construction to ensure compliance with reasonable and safe work practices and with applicable federal, state, and local laws, rules and regulations. Neither the requirement that Contractor follow said practices and applicable laws, rules, and regulations, nor adherence thereto by Contractor, shall relieve Contractor of the sole responsibility to maintain safe and efficient working conditions.
- 7.2 **RISK OF LOSS OR DAMAGE TO WORK:** Until the Work is completed and accepted by MHA, the risk of loss or damage to the Work shall remain with the Contractor.

8.0 WAGE RATE REQUIREMENTS:

8.1 REFERENCE ATTACHMENT F For Davis Bacon Wages Determination

8.2 Contractor shall provide certified payroll records.

9.0 GENERAL TERMS AND CONDITIONS: (Please note: MHA has no legal right or ability to at any time negotiate any clauses of the HUD forms included as a part of this RFP.)

9.1 **GUARANTEES:** In addition to the guarantees provided under a contract, or implied in fact or in law, Contractor shall leave the entire project in satisfactory working order and repair or replace at its expense any part of the Work that develops defects due to faulty design, engineering, workmanship, materials, or any failure to comply with or perform in accordance with the requirements of the RFP within a period of one year after the Work is accepted by MHA. Contractor shall promptly repair or replace, at Contractor's expense, other Work, equipment or property damaged as the result of the defects, or as a result of the repairing thereof, and hold MHA harmless from MHA's repair expenses. The warranty period for a repair or replacement shall be one year from the date of acceptance by MHA of the repair or replacement.

9.2 **ASSIGNMENT OF PERSONNEL:** The MHA shall retain the right to demand and receive a change in personnel assigned by the successful bidder to provide services to the MHA if the MHA believes that such change is in the best interest of the MHA and the completion of the work or provision of the items.

9.3 **UNAUTHORIZED SUBCONTRACTING PROHIBITED:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the ensuing Task order or contract) without the prior written consent of MHA. Any purported assignment of interest or delegation of duty, without the prior written consent of MHA shall be void and may result in the cancellation of the PO or the contract with MHA.

9.4 **MHA 'S OPERATIONS:** It is necessary that MHA maintain its operations without interruption during the progress of the Work; therefore, no unnecessary interference will be permitted. Contractor shall conduct the Work in a manner that will cause a minimum of inconvenience to MHA's employees, residents and the public.

9.5 Refer to the attachments listed under Paragraph 15 for additional terms & conditions.

10.0 INVOICE AND PAYMENT

- 10.1 Contractor shall submit correct, itemized invoices computed in accordance for work satisfactorily completed and accepted by MHA.
- 10.2 Subject to MHA invoice approval, payment term is Net thirty (30) days after receipt of a correct invoice. MHA will notify Contractor of any invoice deficiencies or will return the invoice to Contractor with the deficiencies noted. Contractor shall provide to MHA such documents or information correcting such deficiencies, or for invoices.

11.0 SECTION 3 REQUIREMENTS (12 U.S.C. 1701u) (24 CFR Part 135

Section 3 of the Housing and Urban Development Act of 1968 requires Marin Housing Authority to direct a portion of its spending toward low-income persons living in the communities it serves. One way MHA achieves this goal is by awarding contracts to businesses that have made a commitment to providing opportunities to low-income persons in Marin County. See Attachment , “Section 3 Business Information Packet”, for a detailed explanation of the Section 3 requirements.

12.0 INQUIRIES AND/OR CLARIFICATIONS

All questions and requests for clarification of the RFP shall be made **IN WRITING by mail, fax or email** and delivered to the following address up to 2:00 PM on February 19, 2014:

Housing Authority of the County of Marin
4020 Civic Center Drive
San Rafael, CA 94903
Attn: Kimberly Carroll
Tel. (415) 491-2348, Fax (415) 472-2186
Email: KCarroll@marinhousing.org

1. Any MHA response to questions or a request for clarification will be posted on MHA’s website www.marinhousing.org.
2. MHA will only be bound by the written addendum provided in accordance with this section.

13.0 REQUIRED LICENSE

All contractors submitting a proposal must hold an active California State Painter and/or Contractor’s license at the time of making the proposal, and at award of contract, if applicable.

14.0 INSTRUCTION TO PROPOSERS

Contractors who wish to submit a proposal must do so in accordance with these instructions and requirements.

A. The Proposal and all attachments shall be in English, typewritten or in ink, and complete and free of ambiguities, alterations, and erasures. A duly authorized officer or agent of Contractor shall execute it. In the event of conflict between words and numerals, the words shall prevail.

B. One (1) original and two (2) bound copies are due to MHA's office no later than 3:00 PM on Tuesday, February 25, 2014. (NOTE: The office shares a driveway with 4040 Civic Center Drive – same driveway for Autodesk and Independent Journal. The office is on the East side of the 101 Freeway at the San Rafael, Terra Linda/Freitas Parkway exit.)

**PROPOSALS WILL BE ACCEPTED UNTIL
3:00 PM, TUESDAY, FEBRUARY 25, 2014.**

They should be directed to:

**Lewis Jordan, Executive Director
Marin Housing
4020 Civic Center Drive
San Rafael, CA 94903**

C. The Proposal must be clearly marked on the outside **RFP No. HA 09-2014-Proposal for: Exterior Painting Contractor, Low-Rise Buildings Marin City**. Any proposal received after the due date and time will not be accepted and will be returned unopened. Therefore, the envelope must also have a return address on the outside.

The following shall be included with the Proposal:

1. Attachment B: Proposal Pricing Form
2. Attachment C: Non-Collusion Affidavit
3. Attachment D: Contractor's Qualification Form
4. Attachment G: Section 3 Labor Plan and Subcontracting Plan
5. Attachment H: HUD Form 5369-A Representations, Certifications and Other Statements of Bidders
6. Attachment I: Form HUD-2530: Previous Participation Certification
7. Attachment J: Project Approach Plan

15.0 EVALUATION PROCESS

MHA's evaluation committee will review all timely Proposals. Following evaluation of Proposals and determination of responsiveness, MHA will select Contractor's based on the following criteria;

1. **QUALIFICATIONS AND EXPERIENCE** **30%**

Contractor's demonstration of experience with exterior painting and compliance requirements for completion of this project. Evidence of the firm's past experience in completing similar work, particularly in terms of cost control, quality of work, and compliance with performance schedules during the past five years.

2. **PROJECT APPROACH** **20%**

Relevance of respondent's project approach and narrative summary of anticipated services

5. **LOWEST PROPOSAL PRICE** **40%**

Proposed fee structure including breakdown of costs.

6. **SECTION 3 BUSINESS** **10%**

Evaluation of whether the firm is a Section 3 business.

(A "Section 3 business" is one that:

- is at least 51% or more owned by "Section 3 Residents"; or
- whose permanent, full-time workforce is composed of at least 30% Section 3 Residents; or
- that provides evidence of a commitment to subcontract more than 25% of the total amount of all contracts to businesses meeting one of the first two definitions above.

Refer to Section 3 Business Packet Attachment G

16.0 ATTACHMENTS TO THIS RFP

All Attachments to this RFP are attached hereto and incorporated herein by this reference.

Attachment A: Scope of Work

Attachment B: Proposal Pricing Form

Attachment C: Non-Collusion Affidavit

Attachment D: Contractor's Qualification Form

Attachment E: Insurance Requirements We have our own version

Attachment F: Davis Bacon Wage Determination

Attachment G: Section 3 Information Business Package

Attachment H: General Conditions of Construction Contract – Public Housing Programs HUD Form 5370

Attachment I: Form HUD-2530: Previous Participation Certification

Attachment J: Form HUD 5369 Instructions to Bidders for Contracts

Attachment K: Form HUD 5369-A Representatives, Certifications, and Other Statements to Bidders

Attachment L: Site Maps and Building Elevations

Attachment M: Technical Specifications Division 9 – Section 09900

ATTACHMENT A SCOPE OF WORK

Golden Gate Village—Exterior Painting of Low-Rise Apartments

MHA is seeking Proposals from qualified, licensed entities to provide the following detailed exterior painting services at GGV Low-rise. The work will include, but is not limited to: surface preparation; painting of walls, wall texturing; caulking around windows as needed; filling holes; sanding, corner repairs; spray applications; or any other related work that is standard for the industry. Refer to maps in Attachment L.

Provide labor, tools, equipment, transportation, storage, and all necessary services to properly clean, prepare, and repaint the exterior surfaces of:

- 13 two-story buildings (8 3-bedroom townhouses/building)
- 2 one-story buildings (4 4-bedroom flats/building)
- 5 one-story buildings (4 1-bedroom flats/building)
- 1 one story office building
- 15 Parking Lot Light Poles
- 24 handrails on both sides of site stairs
- 4 dumpster enclosures

Colors shall be as selected by Marin Housing from a manufacturer's full range of colors. A Color Finish Schedule will be furnished after award of the Contract.

- Exterior colors will be based on five (5) base colors and three (3) accent colors with a maximum of two (2) deep colors. No more than [eight (8)] colors will be selected for the entire project and no more than four (4) colors will be selected in each area. Note that

this does not include pre-finished items by others, e.g. aluminum or vinyl windows, aluminum doors and handrails, etc.

- Doors shall be painted a different color than door frames and trim with walls a different color than both the frames and doors. Unless otherwise noted or scheduled all doors, frames and trim shall be painted using a G5 (semi-gloss) finish.
- Window frames (unless pre-finished) including trim and sills shall be painted [a different color than walls. Unless otherwise noted or scheduled all window frames, trim and sills shall be painted using a G5 (semi-gloss) finish.
- Plywood service panels (e.g. electrical, telephone and cable vision panels) including edges shall be back-primed and painted to match painted wall mounted on.

All work to be completed in strict accordance with Technical Specifications and the Paint Manufactures' directions.

- All broken, rotted or deteriorated wood siding will need to be repaired or replaced- winning contractor can include in this contract or this will be completed by another contractors prior to commencement of painting.
- Minor structural repair as normally done by painting contractors will be performed as part of the preparation process (i.e., loose nails, filing nail holes, minor loose siding, caulking, spackling and window glazing).
- Preparation of the buildings- MHA has determined that the 12 plywood panels between the windows on the second floor of the townhouse buildings should not be pressure washed as they have been found to contain lead based paint requiring that the be wiped clean by hand using "Leadlock" primer sealer neutralizer (PSN-10) on the cloth. Then a coat of the "Leadlock" PSN-10 should be applied at the rate of 8 to 10 mils. Over that, one coat of the "Leadlock" encasement coating (GE-40) should be applied at the rate of 14 to 16 mils. And over that, 2 coats of professional grade finish paint. There are 12 townhouses to be painted each one has 10 panels that are approximately 3 feet high by 4½ feet wide or 150 square feet per building.
- Note that each of the 124 apartments includes a drying yard that is enclosed by a concrete block or wooden fence and a storage shed. ***The repainting of both sides of these fences and the exterior of the storage sheds is included in the Contract Work.***

- However, the low fences (wooden structure with woven metal fabric) around the front and side yards and the free standing fences separating yards (two of these per building) **are not included in the contract work.**
- Contractor will be responsible for providing all tools and equipment (brushes, rollers, sprayers, protective materials, etc.) and solvents, thinners, and cleaners for the tools, equipment, and general clean up. All paint products, surface cleaners, primers and finish paint **will be provided by contractor.**
- Contractor will be responsible for providing a secure “Job Box” storage container on site for the storage of the paint and equipment. This “Job Box” shall be located where directed by Owner.
- Contractor shall obtain and pay for all cost associated with permits necessary for the completion of the work. Permits, licenses, etc., required for conducting business shall be proved and paid for by Contractor at cost.

- General Requirements
 - ..1. All work is to be performed by qualified personnel according to industry standards, according to the material manufacturers' recommendations and to the satisfaction of MHA.
 - ..2. Service personnel shall wear their company uniform or a name badge at all times.
 - ..3. Access to the property and residential units shall be coordinated with the Maintenance Manager
 - ..4. Work shall be performed during normal working hours Monday through Friday, 8:00 AM – 5:00 PM. With prior approval from MHA, Contractor may work longer hours, weekends or holidays provided there is no additional cost to MHA.
 - ..5. Temporary sanitary facilities: Contractor's workers will be allowed to use the sanitary facilities in the garage behind the rental office at 429 Drake Avenue. Otherwise, the contractor shall provide, pay for, install and maintain for the duration of the work all necessary toilet and sanitary facilities for employees. All such facilities shall be kept in a clean and sanitary condition and shall conform to all applicable codes and regulations governing such facilities.
 - ..6. Limited Parking: There is very limited parking available to the Contractor in the development's parking lots. Marin Housing will require the Contractor's workers park their individual vehicles out on the public streets (Drake and Cole)- NOT IN THE PARKING LOTS.
 - ..7. Contractor, any subcontractors, or employees of either must not enter any occupied units or touch any property belonging to a resident. (except in an emergency situation that could result in injury or death) without first contacting MHA to arrange entry into the occupied unit..
 - ..8. Contractor will be responsible for protecting resident's property (automobiles, furniture) if they are in vicinity of the work.
 - ..9. Work shall be performed to minimize any disturbance residents in occupied units

**ATTACHMENT B
PROPOSAL PRICING FORM
RFP # Exterior Painting of Low-Rise Buildings**

Pursuant to and in compliance with the RFP dated February 5, 2014, the undersigned having familiarized themselves with:

- the local conditions affecting the cost of the work, and;
- the scope of work and Technical Specifications;
- having personally inspected the conditions of the Golden Gate Village Low-Rise apartments, hereby proposes the following pricing;

1. Preparation. Preparation and painting shall be of the highest quality workmanship and per State, County and Marin Housing Authority standards. Prior to painting, provide all repairs to the breaks in the existing paint surfaces (i.e., cracks, blisters, peeling), then scrape, sand and feather surface. All surfaces to be painted shall be "Power" washed (except as noted plywood panels between windows of the 12 townhouses) with Tri Sodium Phosphate (TSP), thoroughly rinsed, and allowed to dry for a minimum of 48 hours in dry weather. All surfaces to receive pain shall be clean and property prepared prior to application. Surface must be dry and free of dust, dirt, grease, wax, rust, chalky or loose paint, mildew, or any other contamination. Exposed nail heads shall be primed, patched and painted.

| | |
|--|----------|
| 13 two-story buildings (8 3-bedroom townhouses) | \$ _____ |
| 2 one-story buildings (4 4-bedroom flats) | \$ _____ |
| 5 one-story buildings (4 1-bedroom flats/building) | \$ _____ |
| 1 one-story office building | \$ _____ |
| 15 Parking Lot Light Poles | \$ _____ |
| 24 handrails on both sides of site stairs | \$ _____ |
| 4 dumpster enclosures | \$ _____ |

Total Preparation \$ _____

2. Exterior Painting. Prime and two coats finish color. Apply additional coats where stains or blemishes show through final coast until the color finish is uniform with the adjacent surfaces. Four finish colors per building. Minimum coat thickness; apply materials not less than manufacturer's spreading rate. Do not over thin material prior to applying. Stucco walls shall be painted with acrylic paint.

- a) Prime all exposed and new wood; prime glossy and porous surfaces; prime all dark colors being changed to light
- b) Galvanized metal shall be solvent cleaned and pre-treated with vinyl wash, or etched with acid before priming;
- c) Use stain-blocking sealers as primers on new wood siding;
- d) Apply the best quality paint, and in sufficient coats to insure complete uniform coverage and protection;
- e) Do not paint when the temperature is below 40 degrees or over 90 degrees for an appropriate time before and after painting;
- f) Do not paint when relative humidity is above 85 degrees
- g) Do not paint during rain or on a damp/wet surface;
- h) Make sure all windows, doors and vents are operational upon completion;
- i) Prior to any preparation work, the contractor shall take all necessary precautions to protect from over spraying of paint;
- j) Paint colors shall be selected by Marin Housing and shall be Kelly Moore or equal.

| | |
|--|-----------------|
| 13 two-story buildings (8 3-bedroom townhouses/building) | \$ _____ |
| 2 one-story buildings (4 4-bedroom flats/building) | \$ _____ |
| 5 one-story buildings (4 1-bedroom flats/building) | \$ _____ |
| 1 one-story office building | \$ _____ |
| 15 Parking Lot Light Poles | \$ _____ |
| 24 handrails on both sides of site stairs | \$ _____ |
| 4 dumpster enclosures | \$ _____ |
| Total Painting | \$ _____ |
| Extra Work Rate | \$ _____ |
| Repair/Replacement of siding | \$ _____ |
| Overhead | \$ _____ |
| Profit | \$ _____ |

Total Project \$ _____

In submitting this bid, it is understood that the right is reserved by the Marin Housing to reject any and all bids. Refer to Section 6.0 of this RFP.

Signature

We acknowledge, understand, and agree that MHA reserves its right to reject this Proposal for any reason, and that this Proposal shall remain open and is not to be withdrawn for a period of sixty (60) days from the date prescribed for its opening.

If the Proposer is a corporation, state the legal name of the corporation and this Proposal Form must be signed by an Officer or Officers authorized to sign contracts on behalf of the corporation. If Proposer is a partnership, state the names of the firm and this Proposal Form must be signed by the partner or partners authorized to sign contracts on behalf of the partnership.

Notice(s) regarding this RFP must be addressed to the undersigned as stated below:

License No:

Company Legal Name:

Address

Telephone

Fax

Signature

Title

Date

Printed name

Signature

Title

Date

ATTACHMENT C
NON-COLLUSION AFFIDAVIT

I, _____, an authorized agent/representative of _____ attest that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a false or sham RFP, and has not directly or indirectly colluded, conspired, connived, or agreed with any Offeror or anyone else to put in a sham RFP, or that anyone shall refrain from proposing; that the Offeror has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the RFP price of the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the RFP price or of that of any Offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the RFP are true; and further, that the Offeror has not, directly or indirectly, submitted his/her RFP price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, to effectuate a collusive or sham RFP.

I, the undersigned, hereby certify that I have read and understand this **Non-Collusion Affidavit** and guarantee complete compliance with all the terms, conditions and stipulations.

BY
Authorized Signature of Offeror Date

Print Name

ATTACHMENT D

CONTRACTOR'S QUALIFICATION 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: _____

Treasure/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 general 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 List all jurisdictions, other than the State of California, in which your organization is licensed to do business as a contractor and for each jurisdiction listed, identify the class of license or description of the work permitted by the license: _____

2.2 California Painters and/or Contractors License:

License Number: _____

Expiration Date: _____

Responsible Managing Employee/Officer: _____

License Classification(s): _____

2.3 Has a claim or other demand ever been made against your organization's California Contractor's License Bond? _____ 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.

2.4 Has a complaint ever been filed against your organization's California Contractors License with the California Contractors State License Board? _____ 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.

2.5 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).

3 Experience

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

3.2 On a separate attachment, list all construction projects your organization has in progress or under contract for performance from now through 2014, and for each project listed, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the owner's name, name of the owner's representative and the address and telephone number of the owner and the owner's representative; (iv) the project architect's name, address, telephone number and contact person; (v) percent presently complete; and (vi) the current scheduled completion date.

3.4 Has your organization ever failed to complete a construction contract?

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.

- 35 Has your organization ever been declared in default of a construction contract?
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 each such declaration of default.

- 36 Has any construction contract to which your organization is a party been terminated for the convenience of the project owner? Yes No

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

37 Has a claim or other demand ever been asserted against any Bid Bond, Performance Bond, or Payment Bond posted by your organization in connection with any construction contract or your submittal of a bid proposal for a construction contract? Yes No

If so, on a separate attachment, state the following: (i) the name, address, telephone number and contact person for each claimant; (ii) the date upon which each such demand or claim was made; and (iii) the disposition of each such demand or claim.

4 References Similar Projects (minimum of 3)

Provide owner and architect's name, contact person, telephone, fax, email and address for similar projects that your firm has completed in the last three 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, tenant population (senior versus multi-family),

4.1 Architect References

4.2 Owner references

4.3 Percent of Change Order compared to Original Contract Price and Time of Completion compared to Original completion time.

5 Accuracy and Authority

51 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.

52 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

(
C _____
ity and State)

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

Signature

Name

Title

ATTACHMENT E

MHA 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 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 |
| Personal Injury and Advertising Limit | | \$1 Million |
| | Each Occurrence | \$1 Million |
| Automotive-for all owned, non-owned, hired and leased vehicles: | 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, 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. Coverage's 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 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, 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 the MHA copies of any endorsements that are subsequently issued amending limits of coverage.

I

INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless MHA, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder, or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by willful misconduct of MHA.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees or sub-contractors.

If you have any questions regarding insurance requirements please contact:

Ilya Filmus
General Counsel
Housing Authority of the County of Marin
Email:IFilmus@marinhousing.org
Tel (415) 491-2553

SUBCONTRACTOR

Use of sub-contractors must be pre-approved by the MHA. Contractor shall include all sub-contractors as insured under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the MHA to approve them before sub-contractors' work begins. All coverages for sub-contractors shall be subject to all of the requirements stated above.

ATTACHMENT F

DAVIS BACON WAGE REQUIREMENTS

General Decision Number: CA140030 01/24/2014 CA30

Superseded General Decision Number: CA20130030

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 | 01/03/2014 |
| 1 | 01/10/2014 |
| 2 | 01/24/2014 |

ASBE0016-002 08/01/2013

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..... | \$ 57.15 | 18.62 |
| Area 2..... | \$ 44.05 | 18.62 |

ASBE0016-009 01/01/2013

| | 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).... | \$ 31.13 | 6.95 |

 BRCA0003-001 06/01/2011

| | Rates | Fringes |
|----------------------|----------|---------|
| MARBLE FINISHER..... | \$ 28.02 | 12.22 |

 BRCA0003-002 05/01/2011

| | Rates | Fringes |
|---|----------|---------|
| BRICKLAYER | | |
| (1) Mariposa..... | \$ 34.11 | 19.34 |
| (7) Marin, Napa, San Francisco, San Mateo, Solano, Sonoma..... | \$ 39.85 | 22.00 |
| (8) Alameda, Contra Costa, San Benito, Santa Clara..... | \$ 39.63 | 19.92 |
| (9) Calaveras, El Dorado, Nevada, Placer, Sacramento, Sutter, Tuolumne,..... | \$ 35.11 | 18.99 |
| (16) Monterey, Santa Cruz... | \$ 35.91 | 22.42 |

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 07/01/2013

| | Rates | Fringes |
|------------------------|----------|---------|
| TERRAZZO FINISHER..... | \$ 33.15 | 13.93 |
| TERRAZZO WORKER..... | \$ 39.95 | 24.39 |

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

 BRCA0003-009 06/01/2011

| | Rates | Fringes |
|-------------------|----------|---------|
| MARBLE MASON..... | \$ 39.22 | 18.68 |

 BRCA0003-012 01/01/2011

| | Rates | Fringes |
|--|-------|---------|
| TILE FINISHER | | |
| Alameda, Contra Costa, Marin, Monterey, Napa, San Benito, San Francisco, San | | |

| | | |
|---|----------|-------|
| Mateo, Santa Clara, Stanta | | |
| Cruz, Solano..... | \$ 21.44 | 12.31 |
| Calaveras, Tuolumne..... | \$ 21.26 | 12.44 |
| El Dorado, Nevada, Placer, Sacramento, Sutter, Yolo, Yuba..... | \$ 21.21 | 10.01 |
| Sonoma..... | \$ 20.93 | 11.79 |
| Tile Layer | | |
| Alameda, Contra Costa, Marin, Monterrey, Napa, San Benito, San Francisco, San Mateo, Santa clara, Santa Cruz, Solano..... | \$ 38.61 | 13.73 |
| Calaveras, Tuolumne..... | \$ 34.41 | 13.68 |
| El Dorado, Nevada, Placer, Sacramento, Sutter, Yolo, Yuba..... | \$ 36.08 | 11.95 |
| Sonoma..... | \$ 35.54 | 13.68 |

 CARP0022-001 07/01/2012

San Francisco County

| | Rates | Fringes |
|---|----------|---------|
| Carpenters | | |
| Bridge Builder/Highway Carpenter..... | \$ 38.50 | 25.68 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 38.65 | 25.68 |
| Journeyman Carpenter..... | \$ 38.50 | 25.68 |
| Millwright..... | \$ 38.60 | 27.27 |

 CARP0035-005 08/01/2010

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, & Yuba Counties

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Drywall Installers/Lathers: | | |
| Area 1..... | \$ 37.50 | 23.58 |
| Area 2..... | \$ 31.62 | 23.58 |
| Area 4..... | \$ 30.77 | 23.58 |
| Drywall Stocker/Scraper | | |
| Area 1..... | \$ 18.75 | 14.40 |
| Area 2..... | \$ 15.81 | 14.40 |
| Area 4..... | \$ 15.39 | 14.40 |

 CARP0035-009 07/01/2013

Marin County

| | Rates | Fringes |
|---|----------|---------|
| CARPENTER | | |
| Bridge Builder/Highway Carpenter..... | \$ 39.35 | 26.58 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 39.50 | 26.58 |
| Journeyman Carpenter..... | \$ 39.35 | 26.58 |
| Millwright..... | \$ 39.45 | 28.17 |

CARP0046-001 07/01/2013

El Dorado (West), Placer (West), Sacramento and Yolo Counties

| | Rates | Fringes |
|---|----------|---------|
| Carpenters | | |
| Bridge Builder/Highway Carpenter..... | \$ 39.35 | 26.58 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 33.62 | 26.58 |
| Journeyman Carpenter..... | \$ 33.47 | 26.58 |
| Millwright..... | \$ 35.97 | 28.17 |

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

CARP0046-003 07/01/2012

El Dorado (East), Nevada, Placer (East), Sutter and Yuba Counties

| | Rates | Fringes |
|---|----------|---------|
| Carpenters | | |
| Bridge Builder/Highway Carpenter..... | \$ 38.50 | 23.51 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 31.42 | 23.51 |
| Journeyman Carpenter..... | \$ 31.27 | 23.51 |
| Millwright..... | \$ 32.77 | 23.51 |

CARP0152-001 07/01/2012

Contra Costa County

| | Rates | Fringes |
|---|----------|---------|
| Carpenters | | |
| Bridge Builder/Highway Carpenter..... | \$ 38.50 | 25.68 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 38.65 | 25.68 |
| Journeyman Carpenter..... | \$ 38.50 | 25.68 |
| Millwright..... | \$ 38.60 | 27.27 |

CARP0152-005 07/01/2010

Calaveras, Mariposa and Tuolumne Counties

| | Rates | Fringes |
|---|----------|---------|
| Carpenters | | |
| Bridge Builder/Highway Carpenter..... | \$ 37.50 | 23.14 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 30.42 | 23.14 |
| Journeyman Carpenter..... | \$ 30.27 | 23.14 |
| Millwright..... | \$ 32.77 | 24.73 |

CARP0180-001 07/01/2013

Solano County

| | Rates | Fringes |
|---|----------|---------|
| Carpenters | | |
| Bridge Builder/Highway Carpenter..... | \$ 39.35 | 26.58 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 39.50 | 26.58 |
| Journeyman Carpenter..... | \$ 39.35 | 26.58 |
| Millwright..... | \$ 39.45 | 28.17 |

CARP0217-001 07/01/2012

San Mateo County

| | Rates | Fringes |
|---|----------|---------|
| Carpenters | | |
| Bridge Builder/Highway Carpenter..... | \$ 38.50 | 25.68 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & | | |

| | | |
|--|----------|-------|
| Steel Shoring Erector, Saw Filer..... | \$ 38.65 | 25.68 |
| Journeyman Carpenter..... | \$ 38.50 | 25.68 |
| Millwright..... | \$ 38.60 | 27.27 |

CARP0405-001 07/01/2012

Santa Clara County

| | Rates | Fringes |
|---|----------|---------|
| Carpenters | | |
| Bridge Builder/Highway Carpenter..... | \$ 38.50 | 25.68 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 38.65 | 25.68 |
| Journeyman Carpenter..... | \$ 38.50 | 25.68 |
| Millwright..... | \$ 38.60 | 27.27 |

CARP0405-002 07/01/2012

San Benito County

| | Rates | Fringes |
|---|----------|---------|
| Carpenters | | |
| Bridge Builder/Highway Carpenter..... | \$ 38.50 | 25.68 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 32.77 | 25.68 |
| Journeyman Carpenter..... | \$ 32.62 | 25.68 |
| Millwright..... | \$ 35.12 | 27.27 |

CARP0505-001 07/01/2012

Santa Cruz County

| | Rates | Fringes |
|---|----------|---------|
| Carpenters | | |
| Bridge Builder/Highway Carpenter..... | \$ 38.50 | 25.68 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 32.77 | 25.68 |
| Journeyman Carpenter..... | \$ 32.62 | 25.68 |
| Millwright..... | \$ 35.12 | 27.27 |

CARP0605-001 07/01/2012

Monterey County

| | Rates | Fringes |
|---|----------|---------|
| Carpenters | | |
| Bridge Builder/Highway Carpenter..... | \$ 38.50 | 25.68 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 32.77 | 25.68 |
| Journeyman Carpenter..... | \$ 32.62 | 25.68 |
| Millwright..... | \$ 35.12 | 27.27 |

CARP0713-001 07/01/2012

Alameda County

| | Rates | Fringes |
|---|----------|---------|
| Carpenters | | |
| Bridge Builder/Highway Carpenter..... | \$ 38.50 | 25.68 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 38.65 | 25.68 |
| Journeyman Carpenter..... | \$ 38.50 | 25.68 |
| Millwright..... | \$ 38.60 | 27.27 |

CARP0751-001 07/01/2013

Napa and Sonoma Counties

| | Rates | Fringes |
|---|----------|---------|
| Carpenters | | |
| Bridge Builder/Highway Carpenter..... | \$ 39.35 | 26.58 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 39.50 | 26.58 |
| Journeyman Carpenter..... | \$ 39.35 | 26.58 |
| Millwright..... | \$ 39.45 | 28.17 |

ELEC0006-003 12/01/2011

| | Rates | Fringes |
|------------------------|----------|----------|
| Sound & Communications | | |
| Installer..... | \$ 30.12 | 3%+13.70 |
| Technician..... | \$ 34.29 | 3%+13.70 |

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

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LABO0324-001 06/28/2010

AREA "A" - CONTRA COSTA COUNTY

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

| | Rates | Fringes |
|---|----------|---------|
| Laborers: (CONSTRUCTION CRAFT | | |
| LABORERS - AREA A:) | | |
| Construction Specialist | | |
| Group..... | \$ 27.84 | 15.82 |
| GROUP 1..... | \$ 27.14 | 15.82 |
| GROUP 1-a..... | \$ 27.36 | 15.82 |
| GROUP 1-c..... | \$ 27.19 | 15.82 |
| GROUP 1-e..... | \$ 27.69 | 15.82 |
| GROUP 1-f..... | \$ 27.72 | 15.82 |
| GROUP 1-g (Contra Costa County)..... | \$ 27.34 | 15.82 |
| GROUP 2..... | \$ 26.99 | 15.82 |
| GROUP 3..... | \$ 26.89 | 15.82 |
| GROUP 4..... | \$ 20.58 | 15.82 |
| See groups 1-b and 1-d under laborer classifications. | | |
| Laborers: (CONSTRUCTION CRAFT | | |
| LABORERS - AREA B:) | | |
| Construction Specialist | | |
| Group..... | \$ 26.84 | 15.82 |
| GROUP 1..... | \$ 26.14 | 15.82 |
| GROUP 1-a..... | \$ 26.36 | 15.82 |
| GROUP 1-c..... | \$ 26.19 | 15.82 |
| GROUP 1-e..... | \$ 26.69 | 15.82 |
| GROUP 1-f..... | \$ 26.72 | 15.82 |
| GROUP 2..... | \$ 25.99 | 15.82 |
| GROUP 3..... | \$ 25.89 | 15.82 |
| GROUP 4..... | \$ 19.58 | 15.82 |
| Laborers: (GUNITE - AREA A:) | | |
| GROUP 1..... | \$ 28.10 | 15.82 |
| GROUP 2..... | \$ 27.60 | 15.82 |
| GROUP 3..... | \$ 27.60 | 15.82 |
| GROUP 4..... | \$ 27.60 | 15.82 |
| Laborers: (GUNITE - AREA B:) | | |
| GROUP 1..... | \$ 27.10 | 15.82 |
| GROUP 2..... | \$ 26.60 | 15.82 |
| GROUP 3..... | \$ 26.60 | 15.82 |

| | | |
|---|----------|-------|
| GROUP 4..... | \$ 26.60 | 15.82 |
| Laborers: (WRECKING - AREA A:) | | |
| GROUP 1..... | \$ 27.14 | 15.82 |
| GROUP 2..... | \$ 26.99 | 15.82 |
| Laborers: (WRECKING - AREA B:) | | |
| GROUP 1..... | \$ 26.14 | 15.82 |
| GROUP 2..... | \$ 25.99 | 15.82 |
| Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:) | | |
| Establishment Warranty | | |
| Period..... | \$ 20.58 | 15.82 |
| New Construction..... | \$ 26.89 | 15.82 |
| Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:) | | |
| Establishment Warranty | | |
| Period..... | \$ 19.58 | 15.82 |
| New Construction..... | \$ 25.89 | 15.82 |

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 bucket; 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;

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 06/01/2013

SAN FRANCISCO COUNTY

| | Rates | Fringes |
|------------------|----------|----------|
| ELECTRICIAN..... | \$ 34.15 | 3%+14.88 |

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

 ELEC0006-009 06/01/2013

SAN FRANCISCO COUNTY:

| | Rates | Fringes |
|---------------------|----------|---------|
| ELECTRICIAN | | |
| All other work..... | \$ 56.92 | 25.5145 |

 ELEC0180-002 06/01/2013

NAPA & SOLANO COUNTIES

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 28.22 | 12.137 |

 ELEC0234-002 02/25/2013

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES:

| | Rates | Fringes |
|-------------|----------|---------|
| ELECTRICIAN | | |
| Zone A..... | \$ 41.50 | 22.45 |
| Zone B..... | \$ 45.65 | 22.57 |

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

Zone B: Any area outside of Zone A

ELEC0302-002 06/03/2013

CONTRA COSTA COUNTY

| | Rates | Fringes |
|--------------------|----------|---------|
| CABLE SPLICER..... | \$ 51.67 | 25.70 |
| ELECTRICIAN..... | \$ 45.26 | 25.51 |

ELEC0332-002 06/03/2013

SANTA CLARA COUNTY

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 30.82 | 12.825 |

ELEC0340-001 12/01/2013

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..... | \$ 39.06 | 18.54 |
| Work on single family homes and apartments up to and including 3 stories..... | \$ 19.25 | 3%+10.52 |

ELEC0401-006 01/01/2011

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 | 8.12 |

ELEC0551-003 06/01/2013

MARIN AND SONOMA COUNTIES:

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 28.22 | 12.13 |

ELEC0595-003 06/01/2013

CALAVERAS COUNTY

| | Rates | Fringes |
|--------------------|----------|--------------|
| CABLE SPLICER..... | \$ 38.25 | 9.025%+21.74 |
| ELECTRICIAN..... | \$ 34.00 | 9.025%+21.74 |

 ELEC0595-004 06/01/2013

ALAMEDA COUNTY

| | Rates | Fringes |
|--------------------|----------|----------|
| CABLE SPLICER..... | \$ 53.04 | 3%+28.77 |
| ELECTRICIAN..... | \$ 45.00 | 3%+27.93 |

 ELEC0617-002 06/01/2011

SAN MATEO COUNTY

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 50.00 | 24.64 |

 ELEC0684-002 06/01/2012

MARIPOSA, MERCED AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|------------------|----------|----------|
| ELECTRICIAN..... | \$ 22.10 | 3%+11.04 |

 * ELEV0008-001 01/01/2014

| | Rates | Fringes |
|------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 59.19 | 26.785 |

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.

 ENGI0003-007 07/01/2013

"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..... | \$ 39.02 | 26.27 |
| GROUP 2..... | \$ 37.49 | 26.27 |
| GROUP 3..... | \$ 36.01 | 26.27 |
| GROUP 4..... | \$ 34.63 | 26.27 |
| GROUP 5..... | \$ 33.36 | 26.27 |

| | | |
|--|----------|-------|
| GROUP 6..... | \$ 32.04 | 26.27 |
| GROUP 7..... | \$ 30.90 | 26.27 |
| GROUP 8..... | \$ 29.76 | 26.27 |
| GROUP 8-A..... | \$ 27.55 | 26.27 |
| OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:) | | |
| GROUP 1 | | |
| Cranes..... | \$ 39.90 | 26.27 |
| Oiler..... | \$ 32.93 | 26.27 |
| Truck crane oiler..... | \$ 36.50 | 26.27 |
| GROUP 2 | | |
| Cranes..... | \$ 38.14 | 26.27 |
| Oiler..... | \$ 32.67 | 26.27 |
| Truck crane oiler..... | \$ 36.21 | 26.27 |
| GROUP 3 | | |
| Cranes..... | \$ 36.40 | 26.27 |
| Hydraulic..... | \$ 32.04 | 26.27 |
| Oiler..... | \$ 32.43 | 26.27 |
| Truck crane oiler..... | \$ 35.94 | 26.27 |

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; 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; Gunitite/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

 * ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

| | Rates | Fringes |
|---------------------------|----------|---------|
| OPERATOR: Power Equipment | | |
| (LANDSCAPE WORK ONLY) | | |
| GROUP 1 | | |
| AREA 1..... | \$ 29.64 | 25.71 |
| AREA 2..... | \$ 31.64 | 25.71 |
| GROUP 2 | | |

| | | |
|-------------|----------|-------|
| AREA 1..... | \$ 26.04 | 25.71 |
| AREA 2..... | \$ 28.04 | 25.71 |
| GROUP 3 | | |
| AREA 1..... | \$ 21.43 | 25.71 |
| AREA 2..... | \$ 23.43 | 25.71 |

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: Landscae 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: 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

IRON0377-001 01/01/2014

| | Rates | Fringes |
|--|----------|---------|
| IRONWORKER | | |
| Fence Erector..... | \$ 27.08 | 18.24 |
| Ornamental, Reinforcing and Structural..... | \$ 33.50 | 26.80 |

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

LABO0067-004 12/01/2012

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..... | \$ 19.06 | 8.62 |

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.

LABO0073-001 06/28/2010

CALVERAS COUNTY

| | Rates | Fringes |
|---|----------|---------|
| Laborers: (CONSTRUCTION CRAFT LABORERS) | | |
| Construction Specialist | | |
| Group..... | \$ 26.84 | 15.82 |
| GROUP 1..... | \$ 26.14 | 15.82 |
| GROUP 1-a..... | \$ 26.36 | 15.82 |
| GROUP 1-c..... | \$ 26.19 | 15.82 |
| GROUP 1-e..... | \$ 26.69 | 15.82 |
| GROUP 1-f..... | \$ 26.72 | 15.82 |
| GROUP 2..... | \$ 25.99 | 15.82 |
| GROUP 3..... | \$ 25.89 | 15.82 |
| GROUP 4..... | \$ 19.58 | 15.82 |
| Laborers: (GUNITE) | | |
| GROUP 1..... | \$ 27.10 | 15.82 |
| GROUP 2..... | \$ 26.60 | 15.82 |
| GROUP 3..... | \$ 26.60 | 15.82 |
| GROUP 4..... | \$ 26.60 | 15.82 |
| Laborers: (WRECKING) | | |
| GROUP 1..... | \$ 26.14 | 15.82 |
| GROUP 2..... | \$ 25.99 | 15.82 |
| Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS) | | |
| Establishment Warranty | | |
| Period..... | \$ 19.58 | 15.82 |
| New Construction..... | \$ 25.89 | 15.82 |

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

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

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

GUNITE LABORER CLASSIFICATION

- GROUP 1: Structural nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LABO0073-004 07/01/2013

CALAVERAS COUNTY

| | Rates | Fringes |
|-------------------------|----------|---------|
| LABORER | | |
| Mason Tender-Brick..... | \$ 31.70 | 16.53 |

LABO0166-002 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.

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.

LABO0185-001 06/28/2010

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

| | Rates | Fringes |
|---|----------|---------|
| Laborers: (CONSTRUCTION CRAFT LABORERS) | | |
| Construction Specialist | | |
| Group..... | \$ 26.84 | 15.82 |
| GROUP 1..... | \$ 26.14 | 15.82 |
| GROUP 1-a..... | \$ 26.36 | 15.82 |
| GROUP 1-c..... | \$ 26.19 | 15.82 |
| GROUP 1-e..... | \$ 26.69 | 15.82 |
| GROUP 1-f..... | \$ 26.72 | 15.82 |
| GROUP 2..... | \$ 25.99 | 15.82 |
| GROUP 3..... | \$ 25.89 | 15.82 |
| GROUP 4..... | \$ 19.58 | 15.82 |
| Laborers: (GUNITE) | | |
| GROUP 1..... | \$ 27.10 | 15.82 |
| GROUP 2..... | \$ 26.60 | 15.82 |
| GROUP 3..... | \$ 26.60 | 15.82 |
| GROUP 4..... | \$ 26.60 | 15.82 |
| Laborers: (WRECKING) | | |
| GROUP 1..... | \$ 26.14 | 15.82 |
| GROUP 2..... | \$ 25.99 | 15.82 |
| Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS) | | |
| Establishment Warranty | | |
| Period..... | \$ 19.58 | 15.82 |
| New Construction..... | \$ 25.89 | 15.82 |

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 bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting,

whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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

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

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

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

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

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

or shot crete

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

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

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

GUNITE LABORER CLASSIFICATION

GROUP 1: Structural nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: 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)

LAB00185-003 07/01/2013

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

| | Rates | Fringes |
|-------------------------|----------|---------|
| LABORER | | |
| Mason Tender-Brick..... | \$ 31.52 | 16.53 |

LABO0261-001 06/28/2010

MARIN, SAN FRANCISCO, AND SAN MATEO COUNTIES

| | Rates | Fringes |
|--|----------|---------|
| Laborers: (CONSTRUCTION CRAFT LABORERS) | | |
| Construction Specialist | | |
| Group..... | \$ 27.84 | 15.82 |
| GROUP 1..... | \$ 27.14 | 15.82 |
| GROUP 1-a..... | \$ 27.36 | 15.82 |
| GROUP 1-c..... | \$ 27.19 | 15.82 |
| GROUP 1-e..... | \$ 27.69 | 15.82 |
| GROUP 1-f..... | \$ 27.72 | 15.82 |
| GROUP 2..... | \$ 26.99 | 15.82 |
| GROUP 3..... | \$ 26.89 | 15.82 |
| GROUP 4..... | \$ 20.58 | 15.82 |

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

| | | |
|--------------------|----------|-------|
| Laborers: (GUNITE) | | |
| GROUP 1..... | \$ 28.10 | 15.82 |
| GROUP 2..... | \$ 27.60 | 15.82 |
| GROUP 3..... | \$ 27.60 | 15.82 |
| GROUP 4..... | \$ 27.60 | 15.82 |

| | | |
|----------------------|----------|-------|
| Laborers: (WRECKING) | | |
| GROUP 1..... | \$ 27.14 | 15.82 |
| GROUP 2..... | \$ 26.99 | 15.82 |

| | | |
|---|----------|-------|
| Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS) | | |
| Establishment Warranty | | |
| Period..... | \$ 20.58 | 15.82 |
| New Construction..... | \$ 26.89 | 15.82 |

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

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

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

GUNITE LABORER CLASSIFICATION

GROUP 1: Structural nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LABO0261-008 07/01/2013

MARIN COUNTY

| | Rates | Fringes |
|-------------------------|----------|---------|
| LABORER | | |
| Mason Tender-Brick..... | \$ 32.77 | 16.53 |

LABO0270-001 06/28/2010

AREA "A" - SANTA CLARA COUNTY

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

| | Rates | Fringes |
|---|----------|---------|
| Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:) | | |
| Construction Specialist | | 15.82 |
| Group..... | \$ 27.84 | 15.82 |
| GROUP 1..... | \$ 27.14 | 15.82 |
| GROUP 1-a..... | \$ 27.36 | 15.82 |
| GROUP 1-c..... | \$ 27.19 | 15.82 |
| GROUP 1-e..... | \$ 27.69 | 15.82 |
| GROUP 1-f..... | \$ 27.72 | 15.82 |
| GROUP 2..... | \$ 26.99 | 15.82 |
| GROUP 3..... | \$ 26.89 | 15.82 |
| GROUP 4..... | \$ 20.58 | 15.82 |

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

| | | |
|---|----------|-------|
| Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:) | | |
| Construction Specialist | | 15.82 |
| Group..... | \$ 26.84 | 15.82 |
| GROUP 1..... | \$ 26.14 | 15.82 |
| GROUP 1-a..... | \$ 26.36 | 15.82 |
| GROUP 1-c..... | \$ 26.19 | 15.82 |
| GROUP 1-e..... | \$ 26.69 | 15.82 |
| GROUP 1-f..... | \$ 26.72 | 15.82 |
| GROUP 2..... | \$ 25.99 | 15.82 |
| GROUP 3..... | \$ 25.89 | 15.82 |
| GROUP 4..... | \$ 19.58 | 15.82 |
| Laborers: (GUNITE - AREA A:) | | |
| GROUP 1..... | \$ 28.10 | 15.82 |
| GROUP 2..... | \$ 27.60 | 15.82 |
| GROUP 3..... | \$ 27.60 | 15.82 |
| GROUP 4..... | \$ 27.60 | 15.82 |

| | | |
|---|----------|-------|
| Laborers: (GUNITE - AREA B:) | | |
| GROUP 1..... | \$ 27.10 | 15.82 |
| GROUP 2..... | \$ 26.60 | 15.82 |
| GROUP 3..... | \$ 26.60 | 15.82 |
| GROUP 4..... | \$ 26.60 | 15.82 |
| Laborers: (WRECKING - AREA A:) | | |
| GROUP 1..... | \$ 27.14 | 15.82 |
| GROUP 2..... | \$ 26.99 | 15.82 |
| Laborers: (WRECKING - AREA B:) | | |
| GROUP 1..... | \$ 26.14 | 15.82 |
| GROUP 2..... | \$ 25.99 | 15.82 |
| Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:) | | |
| Establishment Warranty | | |
| Period..... | \$ 20.58 | 15.82 |
| New Construction..... | \$ 26.89 | 15.82 |
| Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:) | | |
| Establishment Warranty | | |
| Period..... | \$ 19.58 | 15.82 |
| New Construction..... | \$ 25.89 | 15.82 |

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

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

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

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

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

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

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

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and

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

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

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

GUNITE LABORER CLASSIFICATION

GROUP 1: Structural nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LAB00270-002 07/01/2013

Santa Clara & Santa Cruz Counties

Rates

Fringes

MASON TENDER, BRICK

| | | |
|-------------------------|----------|-------|
| Santa Clara County..... | \$ 31.52 | 16.53 |
| Santa Cruz County..... | \$ 31.52 | 16.53 |

LABO0270-006 07/01/2013

MONTEREY AND SAN BENITO COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| LABORER | | |
| Mason Tender-Brick..... | \$ 31.70 | 16.53 |

LABO0304-001 06/28/2010

ALAMEDA COUNTY

| | Rates | Fringes |
|---|----------|---------|
| Laborers: (CONSTRUCTION CRAFT LABORERS) | | |
| Construction Specialist | | |
| Group..... | \$ 27.84 | 15.82 |
| GROUP 1..... | \$ 27.14 | 15.82 |
| GROUP 1-a..... | \$ 27.36 | 15.82 |
| GROUP 1-c..... | \$ 27.19 | 15.82 |
| GROUP 1-e..... | \$ 27.69 | 15.82 |
| GROUP 1-f..... | \$ 27.72 | 15.82 |
| GROUP 2..... | \$ 26.99 | 15.82 |
| GROUP 3..... | \$ 26.89 | 15.82 |
| GROUP 4..... | \$ 20.58 | 15.82 |
| See groups 1-b and 1-d under laborer classifications. | | |
| Laborers: (GUNITE) | | |
| GROUP 1..... | \$ 28.10 | 15.82 |
| GROUP 2..... | \$ 27.60 | 15.82 |
| GROUP 3..... | \$ 27.60 | 15.82 |
| GROUP 4..... | \$ 27.60 | 15.82 |
| Laborers: (WRECKING) | | |
| GROUP 1..... | \$ 27.14 | 15.82 |
| GROUP 2..... | \$ 26.99 | 15.82 |
| Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS) | | |
| Establishment Warranty | | |
| Period..... | \$ 20.58 | 15.82 |
| New Construction..... | \$ 26.89 | 15.82 |

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

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

GROUP 1-d: Maintenance and repair track and road beds (underground structures). All employees performing work covered herein shall receive \$.25 per hour above their

regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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)

LAB00324-011 07/01/2013

NAPA, SOLANO AND SONOMA COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| LABORER | | |
| Mason Tender-Brick..... | \$ 31.95 | 16.53 |

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

LABO1130-001 06/28/2010

MARIPOSA AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| Laborers: (CONSTRUCTION CRAFT LABORERS) | | |
| Construction Specialist | | |
| Group..... | \$ 26.84 | 15.82 |
| GROUP 1..... | \$ 26.14 | 15.82 |
| GROUP 1-a..... | \$ 26.36 | 15.82 |
| GROUP 1-c..... | \$ 26.19 | 15.82 |
| GROUP 1-e..... | \$ 26.69 | 15.82 |
| GROUP 1-f..... | \$ 26.72 | 15.82 |
| GROUP 2..... | \$ 25.99 | 15.82 |
| GROUP 3..... | \$ 25.89 | 15.82 |
| GROUP 4..... | \$ 19.58 | 15.82 |
| Laborers: (GUNITE) | | |
| GROUP 1..... | \$ 27.10 | 15.82 |
| GROUP 2..... | \$ 26.60 | 15.82 |
| GROUP 3..... | \$ 26.60 | 15.82 |
| GROUP 4..... | \$ 26.60 | 15.82 |
| Laborers: (WRECKING) | | |
| GROUP 1..... | \$ 26.14 | 15.82 |
| GROUP 2..... | \$ 25.99 | 15.82 |
| Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS) | | |
| Establishment Warranty | | |
| Period..... | \$ 19.58 | 15.82 |
| New Construction..... | \$ 25.89 | 15.82 |

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

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GROUP 1: Structural nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

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

LAB01130-006 07/01/2011

MARIPOSA AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| LABORER | | |
| Mason Tender-Brick..... | \$ 30.95 | 14.43 |

LAB01414-004 08/07/2013

SAN FRANCISCO AND SAN MATEO COUNTIES:

| | Rates | Fringes |
|---------------------|----------|---------|
| PLASTER TENDER..... | \$ 30.00 | 16.36 |

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

LAB01414-006 08/07/2013

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

| | Rates | Fringes |
|-----------------------|----------|---------|
| Plasterer tender..... | \$ 28.00 | 16.36 |

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

LAB01414-008 08/07/2013

ALAMEDA AND CONTRA COSTA COUNTIES:

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

Plasterer tender.....\$ 30.00 16.36

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

LAB01414-009 08/07/2013

SANTA CLARA & SANTA CRUZ

| | Rates | Fringes |
|---------------------|----------|---------|
| PLASTER TENDER..... | \$ 28.00 | 16.36 |

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

LAB01414-012 08/07/2013

MONTEREY AND SAN BENITO COUNTIES:

| | Rates | Fringes |
|-----------------------|----------|---------|
| Plasterer tender..... | \$ 30.00 | 16.36 |

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

PAIN0016-002 01/01/2013

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..... | \$ 29.06 | 15.98 |

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 01/01/2013

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

| | Rates | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 44.87 | 17.98 |

PAIN0016-011 01/01/2013

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..... | \$ 40.37 | 20.07 |
| AREA 2..... | \$ 36.24 | 18.67 |

PAIN0016-013 01/01/2013

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

| | Rates | Fringes |
|--------------|----------|---------|
| PAINTER..... | \$ 33.86 | 20.26 |

FOOTNOTES:

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

PAIN0016-019 01/01/2013

SAN FRANCISCO COUNTY

| | Rates | Fringes |
|--------------|----------|---------|
| PAINTER..... | \$ 37.48 | 20.26 |

PAIN0169-003 01/01/2013

MARIPOSA COUNTY

| | Rates | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 32.48 | 18.20 |

PAIN0169-006 01/01/2013

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.....\$ 41.88 21.59

* PAIN0567-002 07/01/2013

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.....\$ 23.30 | | 10.19 |
| Spray Painter & Paper | | |
| Hanger.....\$ 24.15 | | 10.19 |

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 07/01/2013

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.....\$ 25.40 | | 11.49 |

PAIN0567-011 07/01/2013

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.....\$ 27.07 | | 11.14 |

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

PAIN0767-002 01/01/2013

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

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

GLAZIER.....\$ 32.24 19.88

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 07/01/2013

HIGHWAY IMPROVEMENT

| | Rates | Fringes |
|---------------------------------------|----------|---------|
| Parking Lot Striping/Highway Marking: | | |
| GROUP 1..... | \$ 28.27 | 11.65 |
| GROUP 2..... | \$ 28.60 | 11.65 |
| GROUP 3..... | \$ 26.96 | 11.65 |

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 01/01/2013

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..... | \$ 28.25 | 16.73 |

PLAS0066-001 08/01/2011

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

| | Rates | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 32.24 | 24.64 |

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 06/28/2010

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 28.65 | 18.56 |

PLUM0038-003 07/01/2013

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..... | \$ 62.00 | 42.39 |
| (2) New Construction in San Francisco County..... | \$ 62.00 | 42.39 |

PLUM0038-007 07/01/2013

MARIN, SAN FRANCISCO & SONOMA COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| Landscape/Irrigation Fitter (Underground/Utility Fitter)..... | \$ 52.70 | 31.45 |

PLUM0062-001 07/01/2013

MONTEREY AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|----------------------------|----------|---------|
| PLUMBER & STEAMFITTER..... | \$ 41.05 | 24.49 |

PLUM0159-002 11/01/2013

CONTRA COSTA COUNTY

| | Rates | Fringes |
|---------------------------------------|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 34.16 | 15.89 |

PLUM0342-002 07/01/2013

ALAMEDA COUNTY

| | Rates | Fringes |
|----------------------------|----------|---------|
| PLUMBER & STEAMFITTER..... | \$ 53.71 | 34.19 |

PLUM0343-002 07/01/2013

NAPA & SOLANO COUNTIES:

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 30.60 | 19.40 |

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 01/01/2011

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

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 34.60 | 10.50 |

PLUM0355-002 07/01/2013

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..... | \$ 28.55 | 8.30 |

PLUM0393-002 09/01/2009

SAN BENITO & SANTA CLARA COUNTIES

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

PLUM0442-004 07/01/2013

CALAVERAS, MARIPOSA, SUTTER, TUOLUMNE & YUBA COUNTIES

| | Rates | Fringes |
|----------------------------|----------|---------|
| PLUMBER & STEAMFITTER..... | \$ 37.00 | 22.59 |

PLUM0447-003 07/01/2013

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..... | \$ 32.23 | 17.22 |

 PLUM0467-001 07/01/2013

SAN MATEO COUNTY

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| Plumber/Pipefitter/Steamfitter... | \$ 56.45 | 29.66 |

 ROOF0040-001 08/01/2012

SAN FRANCISCO & SAN MATEO COUNTIES:

| | Rates | Fringes |
|-------------|----------|---------|
| ROOFER..... | \$ 33.61 | 12.37 |

 ROOF0081-002 08/01/2012

CALAVERAS, MARIPOSA, AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|-------------|----------|---------|
| ROOFER..... | \$ 29.99 | 11.82 |

 ROOF0081-003 08/01/2011

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

| | Rates | Fringes |
|-------------|----------|---------|
| ROOFER..... | \$ 33.16 | 10.90 |

 ROOF0081-005 08/01/2012

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

| | Rates | Fringes |
|-------------|----------|---------|
| ROOFER..... | \$ 32.33 | 11.97 |

 ROOF0095-001 08/01/2012

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

| | Rates | Fringes |
|-----------------|----------|---------|
| ROOFER | | |
| Journeyman..... | \$ 36.62 | 13.16 |

 Kettle person (2 kettles);
 Bitumastic, Enameler, Coal
 Tar, Pitch and Mastic

worker.....\$ 38.62 13.16

 SFCA0483-002 01/01/2014

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

| | Rates | Fringes |
|-----------------------|----------|---------|
| SPRINKLER FITTER..... | \$ 30.30 | 14.67 |

 SFCA0669-006 07/01/2013

CALAVERAS, MARIPOSA, MONTEREY, SAN BENITO, SANTA CRUZ, AND
 TUOLUMNE COUNTIES

| | Rates | Fringes |
|-----------------------|----------|---------|
| SPRINKLER FITTER..... | \$ 32.98 | 19.35 |

 SFCA0669-012 07/01/2013

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

| | Rates | Fringes |
|-----------------------|----------|---------|
| SPRINKLER FITTER..... | \$ 34.19 | 19.37 |

 SHEE0104-002 07/01/2013

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..... | \$ 34.93 | 30.16 |
| AREA 2..... | \$ 40.26 | 27.56 |
| AREA 3..... | \$ 42.66 | 27.16 |

 SHEE0104-004 07/01/2013

MARIPOSA AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|-------------------------|----------|---------|
| SHEET METAL WORKER..... | \$ 35.57 | 29.36 |

 SHEE0104-013 07/01/2013

CALAVERAS COUNTY:

| | Rates | Fringes |
|-------------------------|----------|---------|
| SHEET METAL WORKER..... | \$ 26.90 | 26.81 |

SHEE0104-017 07/01/2011

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

| | Rates | Fringes |
|-------------------------|----------|---------|
| SHEET METAL WORKER..... | \$ 24.38 | 8.34 |

TEAM0094-001 07/01/2013

| | Rates | Fringes |
|----------------|----------|---------|
| Truck drivers: | | |
| GROUP 1..... | \$ 27.44 | 23.69 |
| GROUP 2..... | \$ 27.74 | 23.69 |
| GROUP 3..... | \$ 28.04 | 23.69 |
| GROUP 4..... | \$ 28.39 | 23.69 |
| GROUP 5..... | \$ 28.74 | 23.69 |

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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first

four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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 G
SECTION 3 INFORMATION BUSINESS PACKAGE



Section 3 Business Information Packet

Section 3 – Economic opportunities for low-income persons.

2/5/2014

SECTION 3 FREQUENTLY ASKED QUESTIONS

What is Section 3?

Section 3 of the Housing and Urban Development Act of 1968 requires Marin Housing Authority to direct a portion of its spending toward low-income persons living in the communities it serves. One way Marin Housing Authority (MHA) achieves this goal is by awarding contracts to businesses that have made a commitment to providing opportunities to low-income persons in Marin County.

Who is a Section 3 Resident?

For purposes of Marin Housing Authority, a Section 3 Resident is either:

1. A Marin Housing Authority public housing resident;
OR
2. A Marin County resident with household income at or below the following income guidelines.

| Marin County 2014 Median Household Income Limits | | | | | | | |
|---|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Household Size | 1 Person | 2 Person | 3 Person | 4 Person | 5 Person | 6 Person | 7 Person |
| Low (80%) Income Limits | \$62,050 | \$70,900 | \$79,750 | \$88,600 | \$95,700 | \$102,800 | \$109,900 |

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 permanent, full-time 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 Businesses. This option is only available to Primary Contractors.

How does MHA define “new hire”?

MHA considers a contractor’s current workforce to be employees that appear on the contractor’s active payroll for at least 60 of the 100 working days prior to the award of the Section 3 covered contract. Any employee that is hired for work under the covered contract and has not appeared on the contractor’s active payroll for 60 days or more of the 100 working days prior to awarding the covered contract is considered a new hire.

How does MHA define “permanent” and “full-time” employee?

In order to be considered **permanent**, an employee must be:

- A direct employee of the company wishing to achieve Section 3 Business status, and
- Filing a position that is intended to last for the duration of the Section 3 covered project.

While MHA understands that it is difficult to predict how long an employee will remain in a given position, it should be the intention of the company to keep the employee for the duration of the covered project. If, in an audit, it is found that a Section 3 Resident was counted as a permanent employee but let go prior to the completion of the covered project, additional documentation may be required regarding the permanent nature of the position.

In order to be considered **full-time**, an employee must work a minimum of 32 hours per week.

What are my Section 3 requirements as an MHA Contractor?

All MHA contractors and subcontractors on Section 3 covered projects are required to meet the following hiring and contracting goals:

- 30% of all new hires for the covered project must be Section 3 Residents,
- 10% of all building trades subcontracts must be to Section 3 Businesses, and
- 3% of all other subcontracts (excluding materials only contracts) must be to Section 3 Businesses.

What is the difference between a contractor complying with Section 3 regulatory requirements verses a contractor being a Section 3 Business?

In order to **comply with Section 3 regulations** every contractor or subcontractor on a Section 3 covered project must meet the minimum numerical goals listed above regardless of whether they qualify as a Section 3 Business. In order to qualify as a **Section 3 Business** and receive the preferences available to Section 3 Businesses, your company must be **one** of the following:

- **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 permanent, full-time 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 Businesses. This option is only available to Primary Contractors.

What preferences are available for contractors or subcontractors that meet Section 3 Business status?

If your company meets the definition of a Section 3 Business or makes a commitment to meeting the definition in the completion of the covered contract, you will be eligible for preference in the award of the contract. The type of preference available depends on the type of procurement process required. Every MHA Section 3 covered request for proposal, bid, or quote will include the Section 3 Business preference available and the weight of that preference in the selection process. If you are a subcontractor of an MHA primary contractor, any preference provided for Section 3 Businesses in awarding subcontracts will be handled by the primary contractor. Please contact the primary contractor for their Section 3 Business preference information.

What is a MHA primary contractor?

A MHA primary contractor is any business that has a contract directly with MHA. If a primary contractor awards subcontracts under a Section 3 covered project, the primary contractor must include the Section 3 Clause in all covered subcontracts. It must hold its subcontractors to the same contractor compliance requirements the primary contractor must meet. It is also responsible for gathering and maintaining documentation regard its subcontractors' Section 3 compliance and Section 3 Business status.

Can subcontractors of primary contractors meet Section 3 Business status by Status #3: Subcontracting?

No, the regulations do not allow for subcontractors to meet Section 3 Business status by additional subcontracting. Subcontractors of MHA primary contractors can only be Section 3 Businesses by Status 1: Resident Owned or

Status 2: Resident Employed. However, if a subcontractor chooses to subcontract any portion of their Section 3 covered contract, the secondary subcontractor must meet the Section 3 compliance requirements:

- 30% of all new hires for the covered project must be Section 3 Residents,
- 10% of all building trades subcontracts must be to Section 3 Businesses, and
- 3% of all other subcontracts (excluding materials only contracts) must be to Section 3 Businesses.

How long do Section 3 documents need to be stored?

Documents relating to Section 3 status unless otherwise indicated must be stored and made available for Section 3 audits for at least 5 years from the close of the contract to which they apply.

How do I find Section 3 employees?

MCCDC – 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. If you would like to utilize MCCDC, contact Drew Douglass, Enterprise Development Director, at (415) 339-2843.

Marin Employment Connection – MEC offers a wide range of services to both job seekers and employers. You can do on-site recruitment as well as free job posting. For more information about the services offered, contact MEC Business Services Information Line at (415) 507-2100.

Canal Alliance – Canal Alliance is a social service agency located in the Canal district of San Rafael. They offer a wide range of job search and support services to Marin residents. If you wish to post a job opening, you can contact Bob Jackson, Economic Development Director, at (415) 306-0438.

CAM's Marin Job's and Career Services – Community Action Marin (CAM) offers training, job placement, and job retention services through its Marin Job's and Career Services. You can post job opening and get referrals of qualified candidates. The program works with many formerly incarcerated job seekers, so please include in your posting any minimum requirements with regard to criminal convictions. For more information, contact Josie Dea at (415) 526-7542.

What if I can't find qualified Section 3 Residents using the resources above?

It is the responsibility of the contractor and subcontractor to meet the Section 3 Resident hiring requirements of their contract. If the resources listed above are not helpful, you may need to broaden your search by placing ads with online services such as Craigslist or in local newspapers.

How can I get additional support?

If you have questions not answered in this packet or need additional support in meeting your Section 3 compliance requirements, you may contact Kimberly Ventresca, Policy and Procurement Analyst, kventresca@marinhousing.org.

SECTION 3 COVERED PROJECT
SUBCONTRACTING PLAN

Primary Contractor: _____

Sub-Contractor (if applicable): _____

Completed By: _____ Title: _____ Date: _____

RFP/Q Number: _____ Project Name/Title: _____

Instructions:

If completing plan at bid or Notice to Proceed – list all anticipated subcontracts to be awarded in completion of the covered contract. If completing at 50% or contract close – list only current or closed subcontracts. Subcontracts for materials only should not be listed unless installation is included in the contract.

| Name of Firm/Vendor | Service Being Provided | Dollar Amount (\$) | Section 3 (Y or N) |
|----------------------------|-------------------------------|---------------------------|---------------------------|
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SECTION 3 RESIDENT CERTIFICATION

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 2014 Median Household Income Limits | | | | | | | |
|---|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Household Size | 1 Person | 2 Person | 3 Person | 4 Person | 5 Person | 6 Person | 7 Person |
| <u>Low (80%) Income Limits</u> | \$62,050 | \$70,900 | \$79,750 | \$88,600 | \$95,700 | \$102,800 | \$109,900 |

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: _____

I have read the definition of a Section 3 Resident and it does not apply to me.

Signature: _____ Date: _____

ATTACHMENT H

HUD FORM 5370 GENERAL CONDITIONS OF CONSTRUCTION CONTRACT

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 01/31/2014)

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

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

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

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

The information requested does not lend itself to confidentiality.

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

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1. Definitions

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

3. Architect's Duties, Responsibilities, and Authority

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

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

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

6. Construction Progress Schedule

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

7. Site Investigation and Conditions Affecting the Work

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

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

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

8. Differing Site Conditions

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

9. Specifications and Drawings for Construction

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

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

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

such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

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

10. As-Built Drawings

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

11. Material and Workmanship

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

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

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

12. Permits and Codes

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

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

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

13. Health, Safety, and Accident Prevention

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

- (f) New work which connects to existing work

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

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

shall correspond in all respects with that to which it

connects and/or be similar to existing work unless otherwise required by the specifications.

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

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

contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

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

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the
- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the

work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

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

23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
- (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
- (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.
- Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the

repair of any damage that results from any defect in PHA furnished material or design.

- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

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

26. Order of Provisions

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

27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has

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

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

Name: _____

Title: _____

Date: _____

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

acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting

Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

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

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the
 - (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit

Contractor and the Contracting Officer.

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

29. Changes

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

Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.

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

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

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

30. Suspension of Work

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

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

- (c) A claim under this clause shall not be allowed (1) for any proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and

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

31. Disputes

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

32. Default

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

may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall

be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

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

33. Liquidated Damages

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

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

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

34. Termination for Convenience

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

35. Assignment of Contract

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

36. Insurance

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

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

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

37. Subcontracts

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

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

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

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

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

39. Equal Employment Opportunity

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

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

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 - (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
 - (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 - (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
 - (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
 - (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.
- 40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**
- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
 - (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
 - (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

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

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

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

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

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

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

be posted at all times by the Contractor and its

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

46. Labor Standards - Davis-Bacon and Related Acts

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

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

accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

47. Non-Federal Prevailing Wage Rates

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

48. Procurement of Recovered Materials.

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

ATTACHMENT I

HUD FORM-2530 PREVIOUS PARTICIPATION CERTIFICATION

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

| | | | |
|--|----------------------------|--|---|
| Part I to be completed by Principals of Multifamily Project <i>(See instructions)</i> | | For HUD HQ/FmHA use only | |
| Reason for submission: | | | |
| 1. Agency name and City where the application is filed | | 2. Project Name, Project Number, City and Zip Code | |
| 3. Loan or Contract amount \$ | 4. Number of Units or Beds | 5. Section of Act | 6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New) |

7. List all proposed Principals and attach organization chart for all organizations

| Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate | 8 Role of Each Principal in Project | 9. Expected % Ownership in Project | 10. SSN or IRS Employer Number |
|--|-------------------------------------|------------------------------------|--------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - b. The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
 - e. The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - f. The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - g. The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
3. All the names of the principals who propose to participate in this project are listed above.
4. None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

| Name of Principal | Signature of Principal | Certification Date(mm/dd/yyyy) | Area Code and Tel. No. |
|------------------------------------|------------------------|--------------------------------|------------------------|
| | | | |
| | | | |
| | | | |
| This form prepared by (print name) | | | Area Code and Tel. No. |

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 02/29/2016)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience."**

| 1. Principals Name (Last, First) | 2. List of previous projects (Project name, project ID and, Govt. agency involved) | 3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant) | 4. Status of loan (current, defaulted, assigned, foreclosed) | 5. Was the Project ever in default during your participation Yes No If yes, explain | | 6. Last MOR rating and Physical Insp. Score and date |
|----------------------------------|---|---|--|---|--|--|
| | | | | | | |

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

| | | |
|-------------------|------------------------|---|
| Date (mm/dd/yyyy) | Tel No. and area code | <input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum) |
| Staff | Processing and Control | |
| Supervisor | | Director of Housing/Director, Multifamily Division Approved <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Date (mm/dd/yyyy) | | |

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

Carefully read the certification before you sign it.

Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures,

partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations – All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

Exemptions – The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be Filed:

The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).

- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or

the State or local housing finance agency project or contract number. Include **all** project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Block 8: Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Con-tractor, Packager, Consultant, Nursing Home Administrator etc.

Block 9: Fill in the percentage of ownership in the proposed project that each principal is expected to have.

Block 10: Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/ FmHA, and State and local Housing Finance Agencies in which you have previously participated **must be** listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

Column 2. All previous projects must be listed or your certification cannot be processed. Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

Column 3. List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

Column 4. Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

Column 5. Explain any project defaults during your participation.

Column 6. Provide the latest Management Review (MOR) rating and Physical Inspection score.

Certification: After you have completed all other parts of

form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form

should fill in the date of the signature and a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony

convictions within the past 10 years. If you are convicted of a felony within the past 10 years, strike out 2e. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

ATTACHMENT J

FORM HUD 5369 INSTRUCTIONS TO BIDDERS FOR CONTRACTS

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

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

8. Contract Award

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

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

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

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

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

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

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

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

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

ATTACHMENT K
FORM HUD 5369-A REPRESENTATIVES, CERTIFICATIONS, AND OTHER
STATEMENTS TO BIDDERS

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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| 9. Certification of Eligibility Under the Davis-Bacon Act | 3 |
| 10. Certification of Nonsegregated Facilities | 3 |
| 11. Clean Air and Water Certification | 3 |
| 12. Previous Participation Certificate | 3 |
| 13. Bidder's Signature | 3 |

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

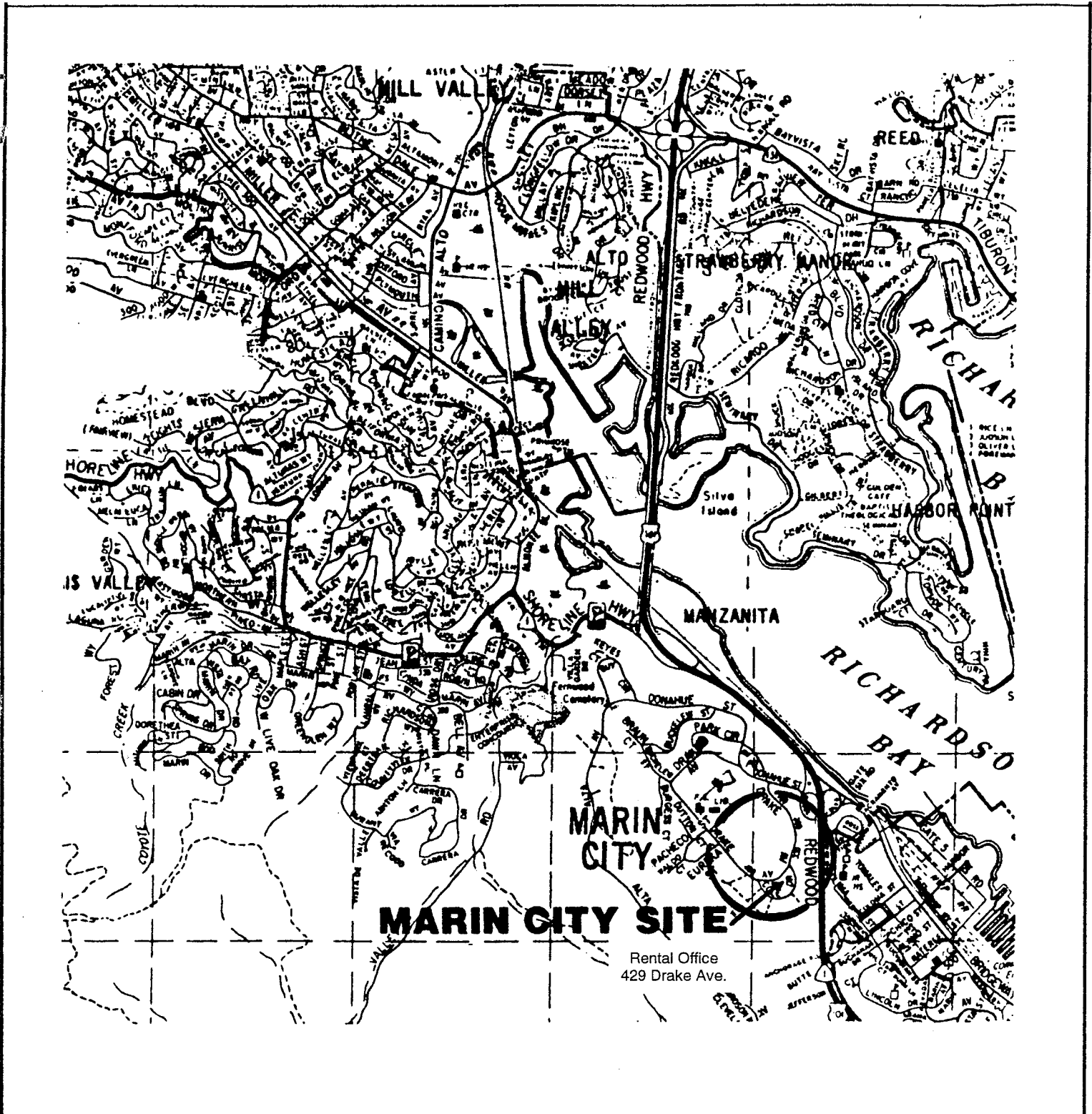
(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

ATTACHMENT L
SITE MAPS AND BUILDING ELEVATIONS



SHEET 1

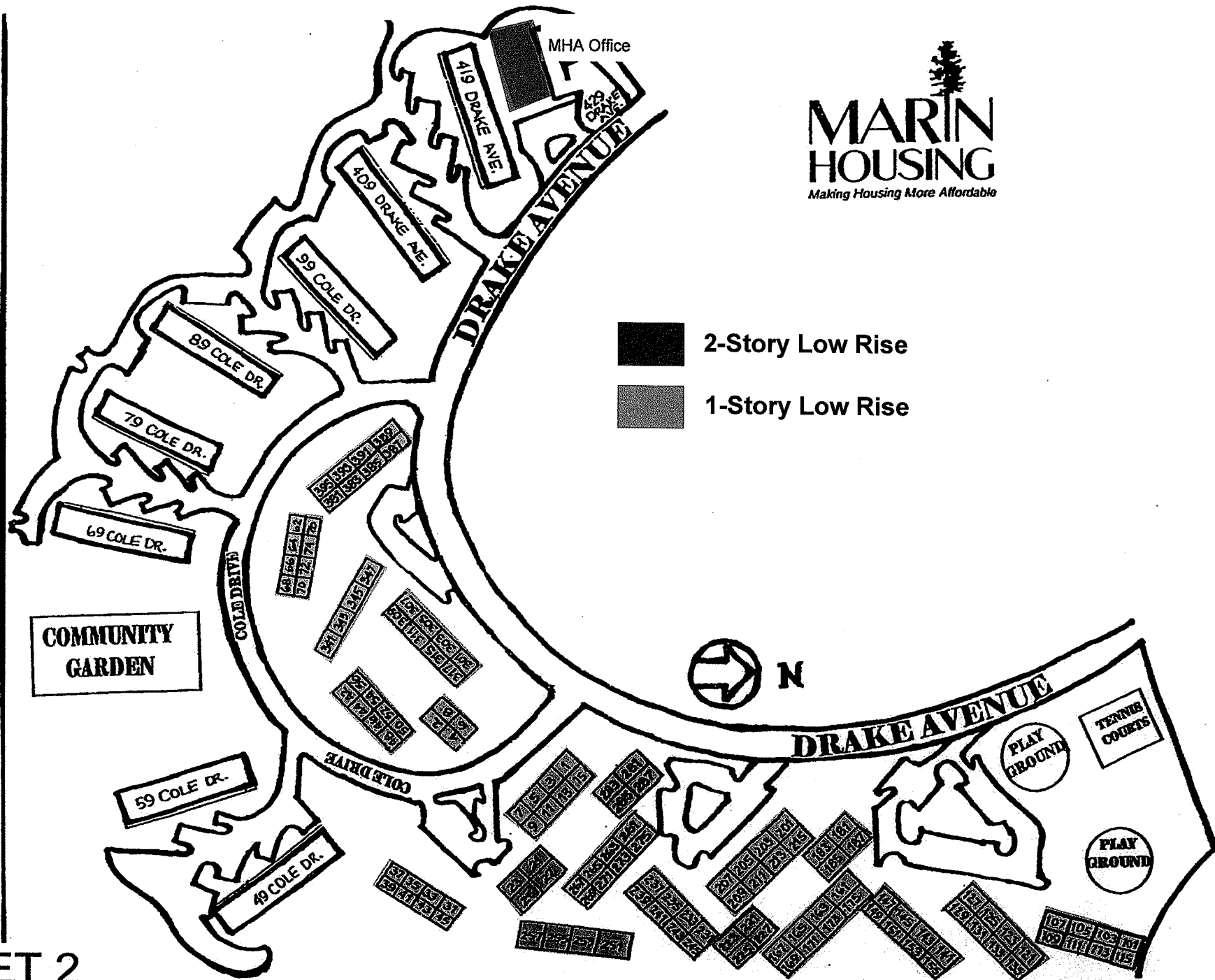
SITE LOCATION MAP

MARIN CITY EXTERIOR PAINTING OF LOW-RISE BUILDINGS
 Housing Authority of the County of Marin

July 9, 1999
 Not to Scale

GOLDEN ETTA VILLAGE

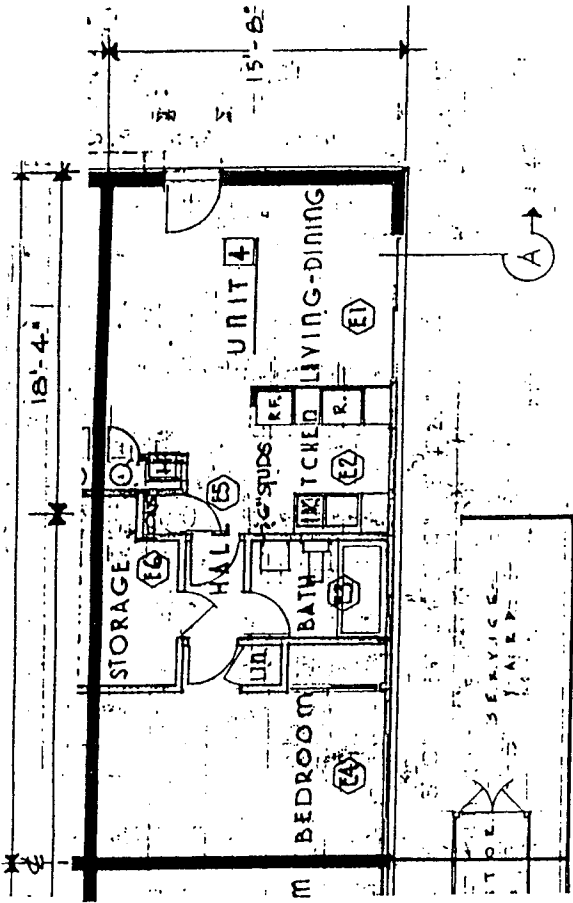
SHEET 2



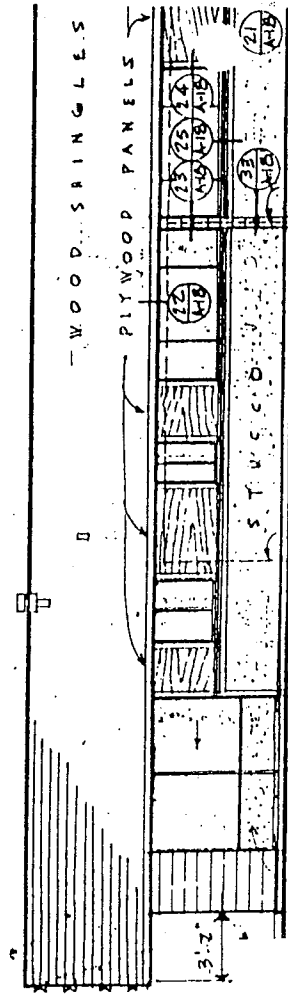
- 2-Story Low Rise
- 1-Story Low Rise



"LOW-RISE" 1-BEDROOM FLAT



PLAN



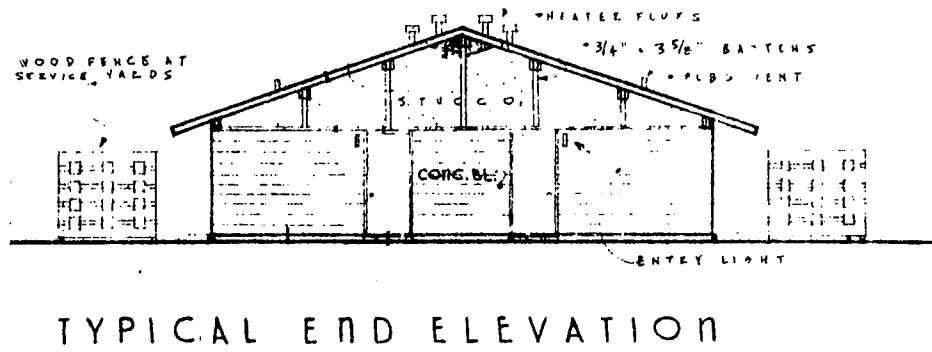
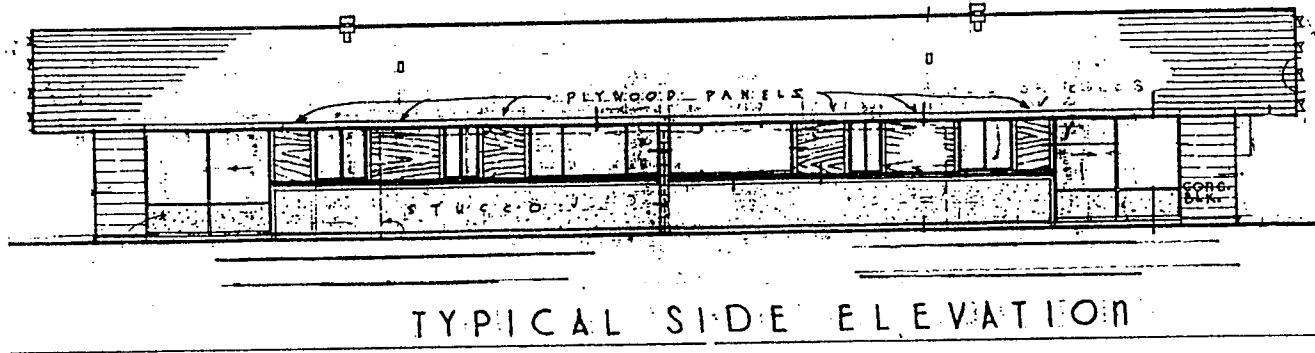
ELEVATION

SHEET 3

ELEVATION & PLAN of 1-Bedroom Flat

[Total of 20 of these Apartments located in total of 5 Buildings]
 MARIN CITY EXTERIOR PAINTING OF LOW-RISE BUILDINGS
 Housing Authority of the County of Marin

July 9, 1999
 Not to Scale



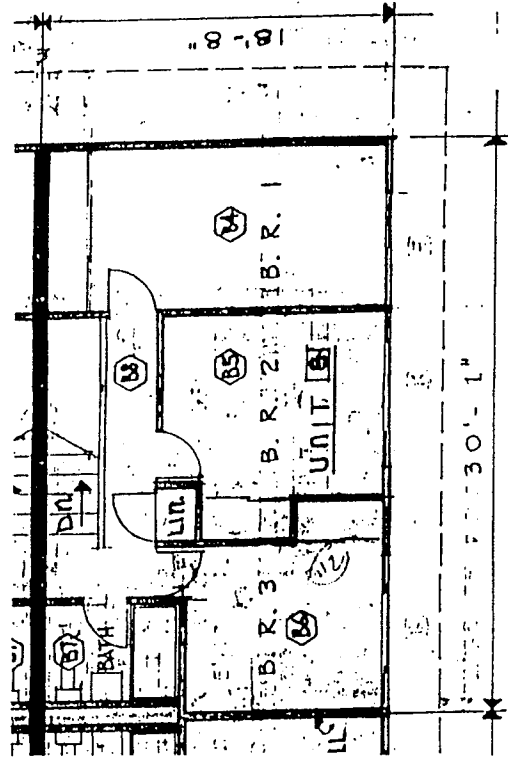
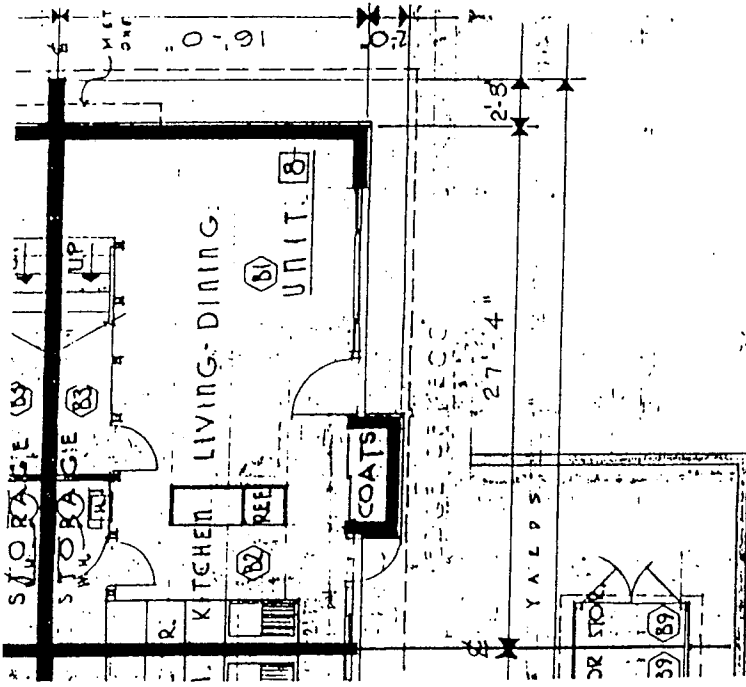
SHEET 4

SIDE ELEVATIONS of 1-Bedroom Building

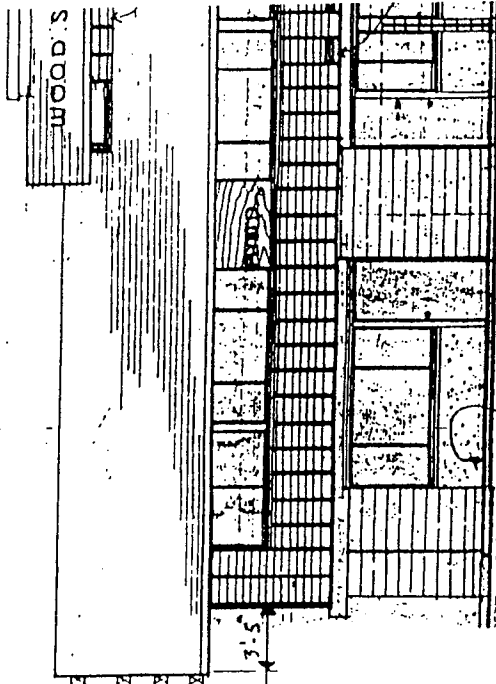
[Total of 5 of these Buildings—Color Scheme F]
 MARIN CITY EXTERIOR PAINTING OF LOW-RISE BUILDINGS
 Housing Authority of the County of Marin

July 9, 1999
 Not to Scale

"LOW-RISE" 3-BEDROOM TOWNHOUSE



PLAN



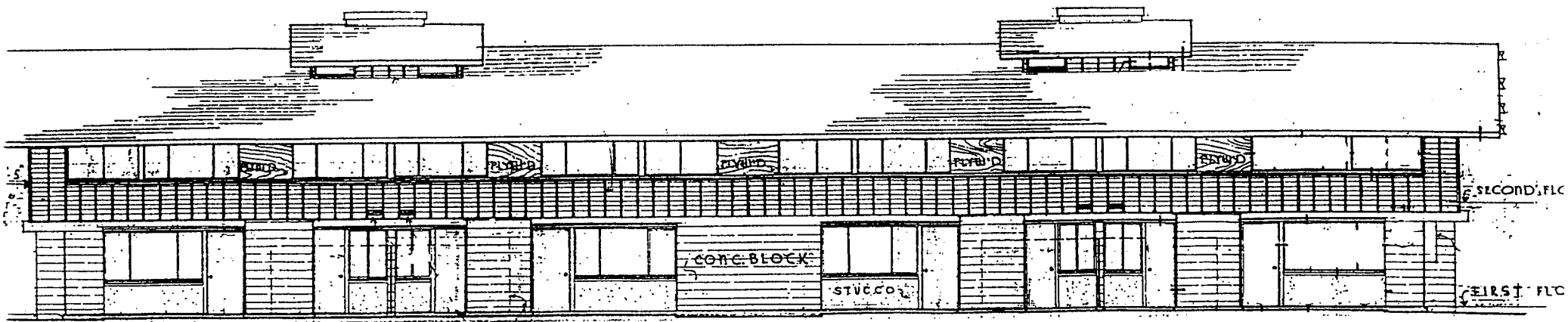
ELEVATION

SHEET 5

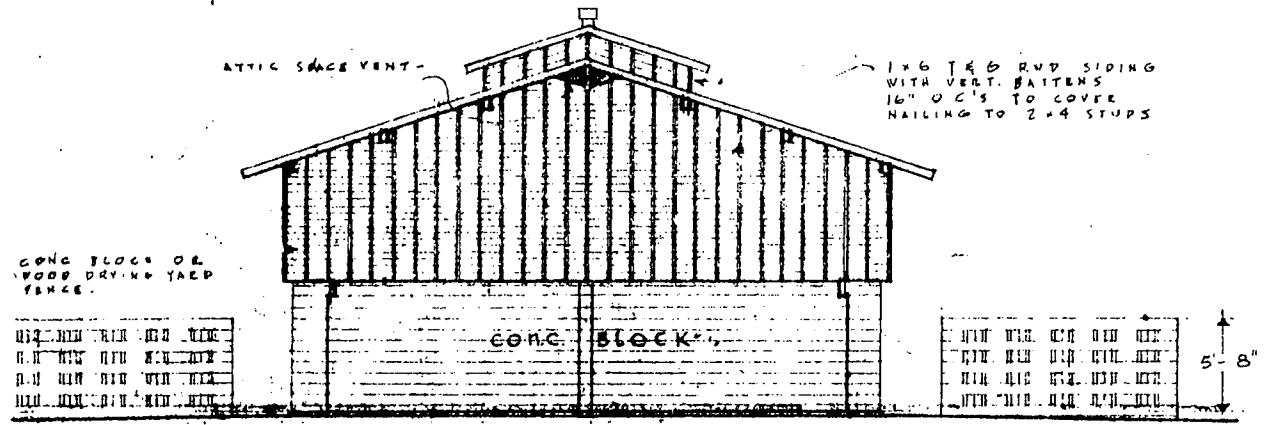
ELEVATION & PLAN of 3-Bedroom Townhouse

[Total of 96 of these Townhouses located in total of 12 Buildings]
MARIN CITY EXTERIOR PAINTING OF LOW-RISE BUILDINGS
Housing Authority of the County of Marin

July 9, 1999
Not to Scale



TYPICAL SIDE ELEVATION



TYPICAL END ELEVATION

SHEET 6

SIDE ELEVATIONS of 3-Bedroom Building

[Total of 12 of these Buildings—Color Schemes A, B, C, & D]
 MARIN CITY EXTERIOR PAINTING OF LOW-RISE BUILDINGS
 Housing Authority of the County of Marin

July 9, 1999
 Not to Scale

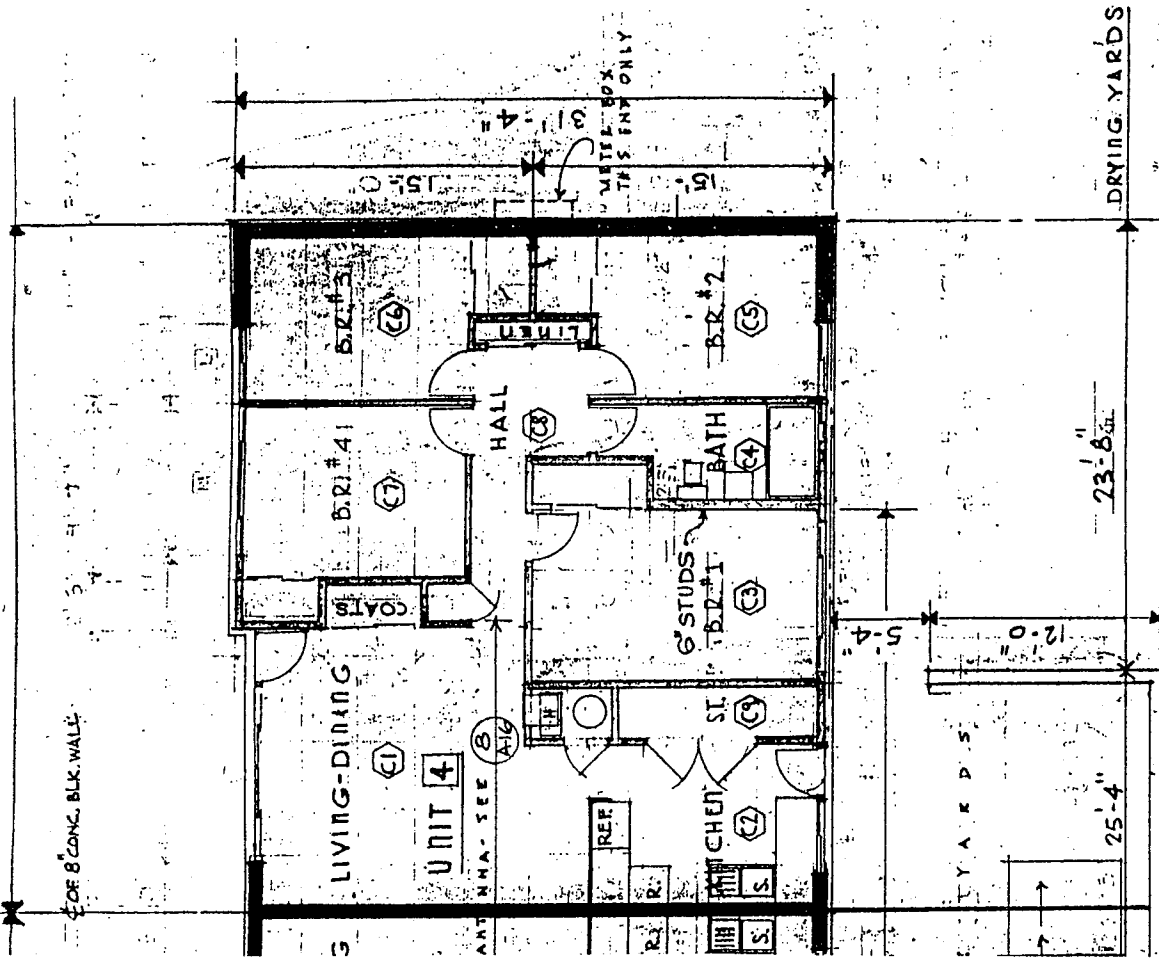
"LOW-RISE" 4-BEDROOM FLAT

SHEET 7

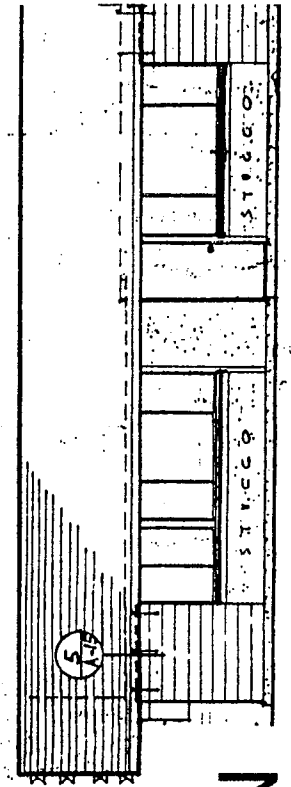
ELEVATION & PLAN of 4-Bedroom Flat

[Total of 8 of these Apartments located in total of 2 Buildings]
 MARIN CITY EXTERIOR PAINTING OF LOW-RISE BUILDINGS
 Housing Authority of the County of Marin

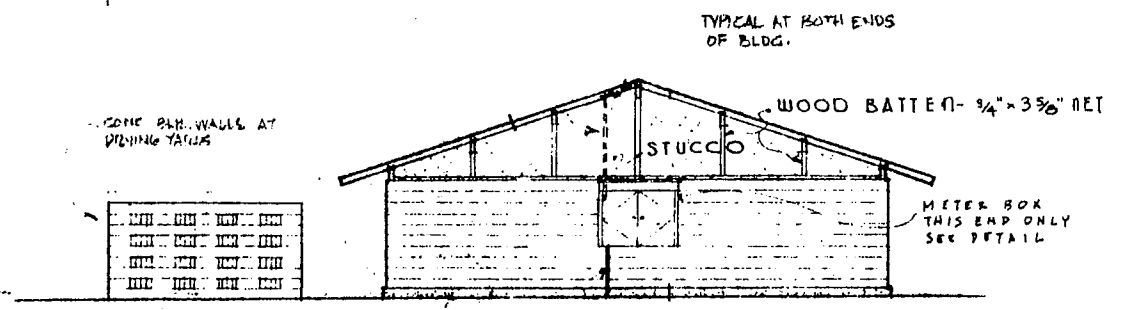
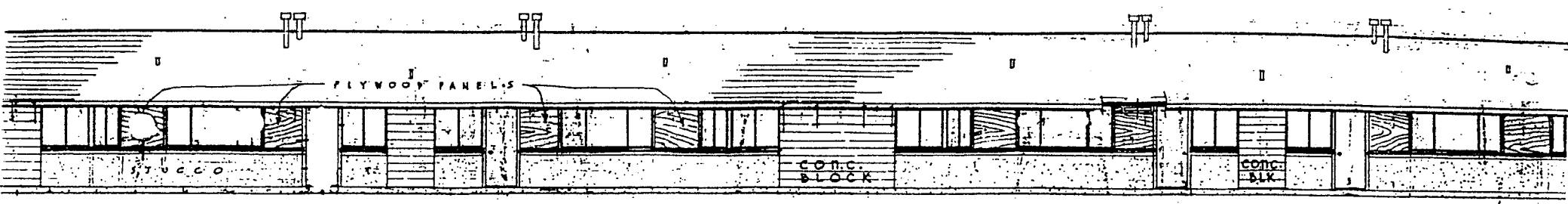
July 9, 1999
 Not to Scale



PLAN



ELEVATION



RIGHT END ELEVATION

SHEET 8

SIDE ELEVATIONS of 4-Bedroom Building

[Total of 2 of these Buildings—Color Scheme E]
 MARIN CITY EXTERIOR PAINTING OF LOW-RISE BUILDINGS
 Housing Authority of the County of Marin

July 9, 1999
 Not to Scale

ATTACHMENT M
TECHNICAL SPECIFICATIONS DIVISION 9- SECTION 09900

SECTION 09900-PAINTING

PART 1 - GENERAL

1.1 Description:

- .1 Section Includes: All labor, materials, tools and other equipment, services and supervision required to complete all exterior painting and finishing of all previously painted exterior work including, but not limited to, concrete and stucco walls; wood siding, trim, fascia's, soffits and doors; and metal flashing and vents. Surface preparation, priming and coats of paint specified.
2. Work included in the contract;
 1. High pressure washing and abrasive blasting. NOTE: Plywood panels between the windows on the second floor of the townhouse building (there are 12 townhouse buildings to be painted). Each building had 10 of these panels. Each panel is approximately 3 feet high and 4 1/2 feet wide or 150 square feet per building). These areas should not be pressure washed. Instead will need to be wiped clean by hand using "Leadlock" PSN-10.
 2. Surface preparation of substrates as required for acceptance of painting, including cleaning, small crack repair, patching, caulking, and making good surfaces and areas to the limits.
 3. Priming and back-priming of wood materials as noted herein
 4. Painting of roof vent flashings
 5. Painting of exposed to view mechanical (heating, ventilating and plumbing) services and equipment, e.g., ducts, sprinkler piping, etc., and electrical
 6. Provision of safe and adequate ventilation as required over and above temporary ventilation supplied by others, where toxic and/or volatile / flammable materials are being used.
 7. Temporary heat and light, scaffolding and platforms, housekeeping services when provided as specified under RFP.
 8. Condition of substrates, correction of defects and deficiencies in substrates which may adversely affect painting work, except for minimal work performed by this trade and preparation of surfaces to receive paint and finishes under this section of work.
 9. Removal of shop coatings, cleaning of surfaces and re-applying damaged and/or non-conforming shop coats of paint, other than minimal spot touch-up.
 10. Shop priming (and shop or pre-painting when applicable) of metal and wood doors, frames and windows including fittings as specified under Section 08210
 11. Re-painting of existing surfaces and finishes including surface preparation, prime and finish coats.

1.2 Pricing:

- .1 Provide Unit Prices as requested in Attachment B of RFP Price Proposal Form.
 - .a For preparation of all buildings by of gypsum board (wall) surfaces including surface preparation using

1.3 References:

- .1 The latest edition of the following reference standards shall govern all painting work:
 - .a Architectural Painting Specification Manual by the Master Painters Institute (MPI), including Identifiers, Evaluation, Systems, Preparation and Approved Product List. (hereafter referred to as the **MPI** Painting Manual) as issued by the local **MPI** Accredited Quality Assurance Association having jurisdiction.
 - .b Test Method for Measuring Total Volatile Organic Compound Content of Consumer Products, Method 24 (for Surface Coatings) of the Environmental Protection Agency (EPA).
 - .c National Fire Code of Canada.

1.4 Quality Assurance:

- .1 This Contractor shall have a minimum of three (3) years proven satisfactory experience and shall show proof before commencement of work that he will maintain a qualified crew of painters throughout the duration of the work. When requested, Contractor shall provide a list of the last three comparable jobs including, name and location, specifying authority / project manager, start / completion dates and value of the painting work.
- .2 Only qualified journeypersons, as defined by local jurisdiction shall be engaged in painting and decorating work. Apprentices may be employed and are encouraged, provided they work under the direct supervision of a qualified journeyperson in accordance with trade regulations.
- .3 All paint manufacturers and products used shall be as listed under the Approved Product List section of the *MPI* Painting Manual.

1.5 Regulatory Requirements:

- .1 Conform to the latest edition of Industrial Health and Safety Regulations issued by applicable authorities having jurisdiction in regard to site safety (ladders, scaffolding, ventilation, etc.).
- .2 Conform to requirements of local authorities having jurisdiction in regard to the storage, mixing, application and disposal of all paint and related waste materials. Refer to Waste Management and Disposal.

1.6 Product Data:

1. Not less than 30 days before beginning the work, submit manufacturer's technical information including material data safety sheet, label analysis and application instructions for each material proposed for use.

1.7 Samples:

1. Prior to beginning work, Contractor will furnish color chip for surfaces to be painted. Use actual colors when preparing samples for review. Submit samples for Marin Housing's review of color and texture only. Provide a listing of material and application for each coat of each finish sample. On 12"X12 hardboard, provide two samples of each color and material with texture to simulate actual conditions.
2. Contractor will provide mock-up paint of building prior to proceeding

1.9 Product Delivery, Storage and Handling:

- .1 Deliver all painting materials in sealed, original labeled containers bearing manufacturer's name, brand name, type of paint or coating and color designation, standard compliance, materials content as well as mixing and/or reducing and application requirements.
- .2 Store all paint materials in original labeled containers in a secure (lockable), dry, heated and well ventilated single designated area meeting the minimum requirements of both paint manufacturer and authorities having jurisdiction and at a minimum ambient temperature of 45° F (7° C). Only material used on this project to be stored on site.
- .3 Where toxic and/or volatile / explosive / flammable materials are being used, provide adequate fireproof storage lockers and take all necessary precautions and post adequate warnings (e.g. no smoking) as required.
- .4 Take all necessary precautionary and safety measures to prevent fire hazards and spontaneous combustion and to protect the environment from hazard spills. Materials that constitute a fire hazard (paints, solvents, drop clothes, etc.) shall be stored in suitable closed and rated containers and removed from the site on a daily basis.
- .5 Comply with requirements of authorities having jurisdiction, in regard to the use, handling, storage and disposal of hazardous materials. Contractor will be required to provide a "Job Box" on site to for storage.

1.10 Scheduling:

- .1 Schedule painting operations in occupied facilities to prevent disruption of occupants in and about the building. Residents must be notified 48 hours in advance prior to any work starting on the property all 132 apartments. A separate and specific 48-hour notice to residents of individual buildings must be made prior to the painting work beginning of a specific building. Contractor will need to coordinate with project manager to ensure timely notification are provided and will need to follow the noticed schedule. Contractor will need to obtain written authorization from MHA for changes in work schedule.
 - a. Work Hours: Work must not begin on the buildings **before 8:00 A.M.** Also, no noisy work or movement should occur in the development's parking lots and the grounds adjacent to the buildings **prior to 8:00 A.M.**

1.11 Project / Site Requirements:

- .1 UNLESS specifically pre-approved by the specifying body perform no painting or decorating work when the ambient air and substrate temperatures are below 50° F (10° C) for exterior work.
- .2 Perform no exterior painting work unless environmental conditions are within MPI and paint manufacturer's requirements or until adequate weather protection is provided. Where required, suitable weatherproof covering and sufficient heating facilities shall be in place to maintain minimum ambient air and substrate temperatures for 24 hours before, during and after paint application.
- .3 Perform no painting or decorating work when the relative humidity is above 85% or when the dew point is less than 5° F (3° C) variance between the air / surface temperature.
- .4 Perform no painting work when the maximum moisture content of the substrate exceeds:
 - .a 12 % for concrete and masonry (clay and concrete brick/block).
 - .b 15% for wood.
 - .c 12 % for plaster and gypsum board.
- .5 Conduct all moisture tests using a properly calibrated electronic Moisture Meter, except test concrete floors for moisture using a simple cover patch test.
- .6 Test concrete, masonry and plaster surfaces for alkalinity as required.

1.13 Waste Management and Disposal:

- .1 Paint, stain and wood preservative finishes and related materials (thinners, solvents, etc.) are regarded as hazardous products and are subject to regulations for disposal. Obtain information on these controls from applicable [Provincial] [State] [Local] government departments having jurisdiction.
- .2 All waste materials shall be separated and recycled. Where paint recycling is available, collect waste paint by type and provide for delivery to recycling or collection facility. Materials that cannot be reused must be treated as hazardous waste and disposed of in an appropriate manner.
- .3 Place materials defined as hazardous or toxic waste, including used sealant and adhesive tubes and containers, in containers or areas designated for hazardous waste.
- .4 To reduce the amount of contaminants entering waterways, sanitary/storm drain systems or into the ground the following procedures shall be strictly adhered to:
 - .a Retain cleaning water for water-based materials to allow sediments to be filtered out. In no case shall equipment be cleaned using free draining water.
 - .b Retain cleaners, thinners, solvents and excess paint and place in designated containers and ensure proper disposal.
 - .c Return solvent and oil soaked rags used during painting operations for contaminant recovery, proper disposal, or appropriate cleaning and laundering.
 - .d Dispose of contaminants in an approved legal manner in accordance with hazardous waste regulations.
 - .e Empty paint cans are to be dry prior to disposal or recycling (where available).
 - .f Close and seal tightly partly used cans of materials including sealant and adhesive containers and store protected in well ventilated fire-safe area at moderate temperature.

- .5 Set aside and protect surplus and uncontaminated finish materials not required by the Owner and deliver or arrange collection for verifiable re-use or re-manufacturing.

PART 2 - PRODUCTS

2.1 Materials:

- .1 Only materials (primers, paints, coatings, varnishes, stains, lacquers, fillers, etc.) listed in the latest edition of the **MPI** Approved Product List (APL) are acceptable for use on this project. All such material shall be from a single manufacturer for each system used. No lead content is allowed in the paints.
- .2 Other materials such as linseed oil, shellac, thinners, solvents, etc. shall be the highest quality product of an **MPI** listed manufacturer and shall be compatible with paint materials being used as required.
- .3 All materials used shall be lead and mercury free and shall be recycled-content paint (post-consumer) and/or zero or low VOC content where possible.
- .4 Where required, use only materials having a minimum **MPI** "Environmentally Friendly" E2 rating based on VOC (EPA Method 24) content levels.
- .5 All paint materials shall have good flowing and brushing properties and shall dry or cure free of blemishes, sags, air entrapment, etc. Refer to 3.7, Field Quality Control / Standard of Acceptance requirements.
- .6 Where required, paints and coatings shall meet flame spread and smoke developed ratings designated by local Code requirements and/or authorities having jurisdiction.

2.2 Equipment:

- .1 Painting and Decorating Equipment: to best trade standards for type of product and application.
- .2 Spray Painting Equipment: Ample capacity, suited to the type and consistency of paint or coating being applied and kept clean and in good working order at all times.

2.3 Mixing and Tinting:

- .1 Unless otherwise specified herein or pre-approved, all paint shall be ready-mixed and pre-tinted. Re-mix all paint in containers prior to and during application to ensure break-up of lumps, complete dispersion of settled pigment, and color and gloss uniformity.
- .2 Paste, powder or catalyzed paint mixes shall be mixed in strict accordance with manufacturer's written instructions.
- .3 Where thinner is used, addition shall not exceed paint manufacturer's recommendations. Do not use kerosene or any such organic solvents to thin water-based paints.
- .4 If required, thin paint for spraying according in strict accordance with paint manufacturer's instructions. If directions are not on container, obtain instructions in writing from manufacturer and provide copy of instructions to MHA.

2.4 Finish and Colors:

- .1 Unless otherwise specified herein, all painting work shall be in accordance with **MPI** Premium Grade finish requirements.
- .2 Colors shall be as selected by Marin Housing from a manufacturer's full range of colors. A Finish Schedule will be furnished after award of the Contract.
- .3 Exterior colors will be based on five (5) base colors and three (3) accent colors with a maximum of two (2) deep colors. No more than [eight (8)] colors will be selected for the entire project and no more than four (4) colors will be selected in each area. Note that this does not include pre-finished items by others, e.g. aluminum or vinyl windows, aluminum doors and handrails, etc.

- .4 Doors shall be painted a different color than door frames and trim with walls a different color than either. Unless otherwise noted or scheduled all doors, frames and trim shall be painted using a G5 (semi-gloss) finish.
- .5 Window frames (unless pre-finished) including trim and sills shall be painted [a different color than walls. Unless otherwise noted or scheduled all window frames, trim and sills shall be painted using a G5 (semi-gloss) finish.
- .6 Plywood service panels (e.g. electrical, telephone and cable vision panels) including edges shall be back-primed and painted to match painted wall mounted on.

PART 3 - EXECUTION

3.1 Condition of Surfaces:

- .1 Prior to commencement of work of this section, thoroughly examine (and test as required) all conditions and surfaces scheduled to be painted and report in writing to Marin Housing any conditions or surfaces that will adversely affect work of this section.
- .2 No painting work shall commence until all such adverse conditions and defects have been corrected and surfaces and conditions are acceptable to MHA.

3.2 Preparation of Surfaces:

- .1 Prepare all surfaces in accordance with industry standards.
- .2 Sand, clean, dry, etch, neutralize and/or test all surfaces under adequate illumination, ventilation and temperature requirements. Fill in cracks and irregularities with Portland-cement (or similar) grout or patching mortar to provide uniform surface texture.
- .3 Remove and securely store all miscellaneous hardware and surface fittings / fastenings (e.g. electrical plates, mechanical louvers, door and window hardware (e.g. hinges, knobs, locks, trim, frame stops), removable rating / hazard / instruction labels, washroom accessories, light fixture trim, etc. from wall and ceiling surfaces, doors and frames, prior to painting. Carefully clean and replace all such items upon completion of painting work in each area. Do not use solvent or reactive cleaning agents on items that will mar or remove finishes (e.g. lacquer finishes). Doors shall be removed before painting to paint bottom and top edges and then re-hung.
- .4 Protect all adjacent surfaces and areas, including rating and instruction labels on doors, frames, equipment, piping, etc., from painting operations and damage with drop cloths, shields, masking, templates, or other suitable protective means and make good any damage caused by failure to provide such protection.
- .5 Prepare cementitious surfaces of concrete, concrete block, cement plaster and cement-asbestos board to be painted by removing effluorescence, chalk, dust, dirt, grease, oils, and by roughening as required by glaze.

3.3 Application:

- .1 Do not paint unless substrates are acceptable and/or until all environmental conditions (heating, ventilation, lighting and completion of other subtrade work) are acceptable for applications of products.
- .2 Apply paint or stain in Premium Grade finish requirements.
- .3 Apply paint and decorating material in a workmanlike manner using skilled and trade qualified applicators as noted under Quality Assurance.
- .4 Apply paint and coatings within an appropriate time frame after cleaning when environmental conditions encourage flash-rusting, rusting, contamination or the manufacturer's paint specifications require earlier applications.
- .5 Painting coats specified are intended to cover surfaces satisfactorily when applied at proper consistency and in accordance with manufacturer's recommendations.
- .6 Unless otherwise approved by Marin Housing, apply a minimum of two coats of paint to achieve satisfactory results.
- .7 Sand and dust between each coat to provide an anchor for next coat and to remove defects visible from a

distance up to 15'.

- .8 Do not apply finishes on surfaces that are not sufficiently dry. Unless manufacturer's directions state otherwise, each coat shall be sufficiently dry and hard before a following coat is applied.
- .9 Prime coat of stain or varnish finishes may be reduced in accordance with manufacturer's directions.

3.4 Exterior Finish / Coating Systems:

Paint exterior surfaces in accordance with the following **MPI** Painting Manual requirements: .

1. For **Concrete Block (Walls & Drying Yard Enclosures); Stucco (Walls); and "Hardiboard" (Meter Enclosures & Panels between Windows of 1 Story Buildings)**.
 - 1st Coat- Waterborne Acrylic Primer-Sealer (Flat white). This coat is only for unpainted "Hardiboard".
 - 2nd Coat- Acrylic Satin Finish
 - 3rd Coat- Acrylic Satin Finish
2. For Wood (Siding, T-111 Plywood Furring, Drying Yard Fencing and Storage Sheds).
 - 1st Coat- Exterior Alkyd Prime Coat (Low Sheen White)
 - 2nd Coat- Low Sheen
 - 3rd Coat- Low Sheen
- .3 For **Wood (Trim, Eaves, Soffits, Beams, Meter Enclosures, Trim and Doors)**.
 - 1st Coat- Waterborne Acrylic Primer-Sealer (Flat white). This coat is only for unpainted wood trim.
 - 2nd Coat- Acrylic Satin Finish
 - 3rd Coat- Acrylic Satin Finish
- .4 For Plywood (Panels between windows on 2-Story Buildings).
 - 1st Coat- "Leadlock" Primer Sealer Neutralizer by Global Encasement (PSN-10)
 - 2nd Coat- "Leadlock" Encasement Coating by Global Encasement (GE-40)
 - 3rd Coat- Acrylic Satin Finish
 - 4th Coat- Acrylic Satin Finish
- .5 For Galvanized Metal (Flashings, Flues, and Site Pipe Handrails) and for Ferrous Metal (Gas piping, Gas Meters, Enclosures, Dumpster Enclosures and Parking Light Poles)
 - 1st Coat- Alkyd Primer (Flat White) Note this coat is only for spot priming of rust.
 - 2nd Coat- Waterborne Acrylic Primer (Flat)
 - 3rd Coat- Waterborne Acrylic (Semi-Gloss)
- .6 For **Miscellaneous Priming of Concrete, Masonry, Stucco, "Hardiboard", Wood**
 - Primer- Waterborne Acrylic Primer-Sealer (Flat White)

3.7 Field Quality Control / Standard of Acceptance:

- .1 All surfaces, preparation and paint applications shall be inspected. Marin Housing will request review of first finished building for color, texture and workmanship and will use first building as project standard.
- .2 Painted exterior surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent to the Painting Inspection Agency inspector:
 - .a brush / roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings.

- .b evidence of poor coverage at rivet heads, plate edges, lap joints, crevices, pockets, corners and re-entrant angles.
 - .c damage due to touching before paint is sufficiently dry or any other contributory cause.
 - .d damage due to application on moist surfaces or caused by inadequate protection from the weather.
 - .e damage and/or contamination of paint due to blown contaminants (dust, spray paint, etc.).
- .3 Painted surfaces shall be considered unacceptable if any of the following are evident under natural lighting source for exterior surfaces and final lighting source (including daylight) for interior surfaces:
- .a visible defects are evident on vertical surfaces when viewed at normal viewing angles from a distance of not less than 1000 mm (39").
 - .b visible defects are evident on horizontal surfaces when viewed at normal viewing angles from a distance of not less than 1000 mm (39"). visible defects are evident on ceiling, soffit and other overhead surfaces when viewed at normal viewing angles.
 - .d when the final coat on any surface exhibits a lack of uniformity of color, sheen, texture, and hiding across full surface area.
- .4 Painted surfaces rejected by Marin Housing shall be made good at the expense of the Contractor. Small affected areas may be touched up; large affected areas or areas without sufficient dry film thickness of paint shall be repainted. Runs, sags of damaged paint shall be removed by scraper or by sanding prior to application of paint.

3.8 Protection:

- .1 Protect all exterior surfaces and areas, including landscaping, walks, drives, all adjacent building surfaces (including glass, aluminum surfaces, etc.) and equipment and any labels and signage from painting operations and damage by drop cloths, shields, masking, templates, or other suitable protective means and make good any damage caused by failure to provide such protection.
- .2 Erect barriers or screens and post signs to warn of or limit or direct traffic away or around work area as required. Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings for protection of the work, after completion of painting operations.

3.9 Clean-Up:

- .1 Remove all paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.
- .2 Keep work area free from an unnecessary accumulation of tools, equipment, surplus materials and debris.
- .3 Remove combustible rubbish materials and empty paint cans each day and safely dispose of same in accordance with requirements of authorities having jurisdiction.
- .4 Clean equipment and dispose of wash water / solvents as well as all other cleaning and protective materials (e.g. rags, drop cloths, masking papers, etc.), paints, thinners, paint removers / strippers in accordance with the safety requirements of authorities having jurisdiction.

END OF SECTION