



Oakland Housing
Authority

October 2, 2018

Gentlemen/Ladies:

SUBJECT: IFB No. 18-006 Harrison Street Renovation and Modernization Project

The Oakland Housing Authority ("the Authority") invites interested General Contracting firms to submit a Bid for the office renovation and modernization of the Oakland Housing Authority's corporate headquarters at 1619 Harrison Street, Oakland, CA 94612.

Bids will be accepted on the first floor at 1805 Harrison Street, Oakland, CA. until 10:00a.m. (local time) on November 15, 2018. Proposals received after 10:00a.m. on November 15, 2018 will be rejected without consideration.

Questions of a procedural nature may be directed to Courtney Sharif at (510) 587-2165.

We look forward to receiving your bid response.

Sincerely,

Eric Johnson
Executive Director
Oakland Housing Authority
1619 Harrison Street, Oakland, CA 94612



Oakland Housing
Authority

INVITATION FOR BIDS (IFB)

#18-006

1619 Harrison Street Renovation and Modernization Project

IFB Issued:	October 2, 2018
Pre-Bid Conference & Walk-through: <i>Note: OHA strongly recommends bidders attend, but attendance is not mandatory.</i>	October 17, 2018 at 10:00 AM (local time) Pre-Bid Conference will be held at: 1540 Webster Street 1 st Fl. Oakland, CA Walk-through will be held at project site immediately after Pre-Bid Conference at: 1619 Harrison Street Oakland, CA
Questions Due:	October 24, 2018 by 10:00 AM (local time)
Email to:	ccgs@oakha.org (Indicate above IFB #18-006 "Subject")
Addendum Issued (if applicable)	October 31, 2018 by 5:00 PM (local time)
Bids Due:	November 15, 2018 @ 10:00 AM (local time)
Bid Opening	Bids will be publicly opened and recorded immediately after bids are due in the 1 st Floor Conference Room at 1805 Harrison Street Oakland, CA 94612

**Contract Compliance & General Services (CCGS) Department
Oakland Housing Authority
1805 Harrison Street, Second Floor, Oakland, CA 94612**

**e-mail: CCGS@oakha.org
Contact person for the above IFB: [Courtney Sharif @ 510-587-2165](mailto:Courtney.Sharif@oakha.org)**

Oakland Housing Authority

INVITATION FOR BID (IFB) IFB #18-006

BIDDING INFORMATION		MUST BE SUBMITTED WITH BID
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ATTACHMENTS TO BIDDING INFORMATION		
A.	Bid Form	✓
B.	Qualifications Statement	✓
C.	Subcontractor Form	✓
D.	Special and Specific Conditions	✓
E.	Asbestos and Lead Survey	
F.	Asbestos and Lead Abatement Work Plan	
G.	City of Oakland Construction and Demolition Recycling Requirements Acknowledgement	
H.	Profile and Certification Form	✓
I.	Section 3 Business Certification and Action Plan	✓
J.	Asbestos Notice to Contractors and Acknowledgement Form	✓
K.	U.S. Department of Housing and Urban Development – Representations, Certifications, and Other Statements of Bidders (Form HUD-5369-A)	✓
L.	Addendum Acknowledgement – To be posted on the OHA website.	✓
M.	Oakland Housing Authority Economic Opportunities Policy	

Documents (In the order of the RFB package)		MUST be submitted with Bid
N.	U.S. Department of Housing and Urban Development – Instructions to bidders for Contracts – Public and Indian Housing Projects (Form HUD-5369)	
O.	U.S. Department of Housing and Urban Development – General Conditions of the Contract for Construction (Form HUD-5370)	
P.	OHA Contract	
Q.	OHA Insurance Requirements for Contractors	
R.	Vendor Protests And Claims Procedures	
S.	Wage Determination - Davis-Bacon Wage Decision (<i>Use this as part of the cost calculation.</i>)	Decision CA180029 Dated 09/07/2018

1. GENERAL INFORMATION

IFB Introduction: The Oakland Housing Authority ("Authority") invites interested and licensed Contractors to submit bids to this Invitation to Bid (IFB) for the Renovation and Modernization of the Oakland Housing Authority's corporate headquarters at 1619 Harrison Street, Oakland, CA.

All bids submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

For further information and/or updates on this bid or any other Authority solicitations, you may go to the OHA website at www.oakha.org. Select "Business Opportunities", "Procurement", "Open RFPs and Bid Status" and "Active Bids". Bidders can also download the bid documents from this website or copies of the bid documents may be obtained (for a nominal fee) at:

East Bay Blue Print & Supply Co.
1745 14th Avenue
Oakland, CA 94606
Telephone: (510) 261.2990 / Fax: (510) 261.6077
Office Hours: 8:00 AM – 5:00 PM

Oakland Housing Authority Reservation of Rights:

Authority reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by OHA to be in its best interests.

- Authority reserves the right not to award a contract pursuant to this IFB.
- Authority reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience.
- Authority reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this IFB.
- Authority reserves the right to negotiate the fees proposed by the bidder.
- Authority reserves the right to reject and not consider any bid or bidder that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services as well as bidder not being able to meet OHA deadlines.
- Authority has no obligation to compensate any bidder for any cost incurred in responding to this IFB.

- Authority reserves the right to, at any time during the IFB or contract process, prohibit any further participation by a proposer or reject any bid submitted that does not conform to any of the requirements detailed herein.

2. **SCOPE OF WORK**

Introduction:

Oakland Housing Authority (“OHA”) invites interested General Contracting (“Contractor”) firms to submit a Bid in response to this Invitation to Bid (IFB) for the office renovation and modernization of the Oakland Housing Authority corporate headquarters at 1619 Harrison Street, Oakland California. The project area includes basement, (parking), 1st, 2nd and 3rd Floors (approximately 32,000 sq. ft.) and encompasses (but not limited to) the following:

- General Demolition and Selective Demolition, which includes ACM abatement;
- Aluminum and glass storefront, waterproofing and roofing repair;
- New partitions, drywall, finishes, painting, flooring, both hard surface and carpet;
- New doors, elevator cab finishes and office configuration;
- New HVAC systems, including BMS System;
- Plumbing upgrades;
- Power and data upgrades, Sub-feed panels, replace and modernize data wiring and infrastructure. Fire alarm upgrade, security, access control and burglar alarms; and
- New high performance LED lighting and switching systems.

Background:

Oakland Housing Authority is undertaking tenant improvements at its corporate headquarters at 1619 Harrison Street. The project is in a 13 story midrise, cast in place concrete building built in 1970 as administrative offices for the Oakland Housing Authority (basement through 2nd floor). The building also includes 101 residential units for seniors, Harrison Towers, (floors 3 through 13) 1621 Harrison St. The bulk of the renovation shall be at **1619 Harrison Street, Basement, floors 1, 2 and 3.**

Construction Documents:

- Architectural drawings by Kodama Diseno Architects and Planners. Sheets A0.1 through A8.6 – 28 pages. 9.12.2018;
- Project Manual by Kodama Diseno dated September 12, 2018;
- Intertek Waterproofing WP1.0 through WP1.3 - 4 pages. 9.12.2018;
- LMR Mechanical Engineer drawings MT-1 through M10 – 16 pages. 9.12.2018;
- LMR Mechanical Engineer drawings P-1 through P-8 – 8 pages. 9.12.2018;
- Metro Power Engineers drawings E0.0 through EN-4 – 15 pages. 9.12.2018;
- Smith Fause and McDonald Information Technology drawings TN0.1 through TN9.4 – 13 pages 9.12.2018;
- Special and Specific Conditions v1.06 – 09242018;
- ACC Environmental Asbestos and Lead Survey dated June 19, 2017 – 33 pages;

- j) ACC Environmental Asbestos and Lead Abatement Work Plan dated September 2018; and
- k) City of Oakland Construction and Demolition Recycling Requirements Acknowledgement for B1803755 two pages.

Bid Instructions:

Oakland Housing Authority Instructions to Bidders for IFB #18-006 and the complete IFB bid package are available on the OHA website. Bid documents are also available East Bay Blue Print (for a nominal fee) at:

East Bay Blue Print & Supply Co.
1745 14th Avenue
Oakland, CA 94606
Telephone: (510) 261.2990 / Fax: (510) 261.6077
Office Hours: 8:00 AM – 5:00 PM

All communication and information requests pertaining to this bid package and related documents shall be obtained only from CCGS. **DO NOT** contact the architect, engineers or consultants for information or clarifications pertaining to these documents. All communications or questions, in writing, shall be directed to Courtney Sharif at CCGS, 510 587-2165 and csharif@oakha.org.

3. BID PROCESS

Pre-bid Conference/Walk-through:

The scheduled pre-bid conference is, pursuant to HUD regulation, is not mandatory(OHA strongly recommends that bidders attend). Many prospective bidders have previously responded to an IFB and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last one hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective bidders to have a full understanding of the IFB documents so that they feel confident in submitting an appropriate bid; therefore, at this conference OHA will conduct a brief overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the Contracting Officer (CO) or the CO's designee, which may require that some such questions are delivered in writing by the specified deadline for questions prior to a response being delivered. Whereas the purpose of this conference is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; OHA may or may not distribute at this conference any copies of the IFB documents.

Questions:

All questions must be submitted in writing no later than the specified date and time on the cover, preferable via email to:

E-mail address: CCGS@oakha.org (Please indicate the IFB# in the "Subject")

Addendum:

All questions will be answered and responded to in writing by the specified date on the cover. The addendum will be posted on the OHA website at www.oakha.org. Select "Business Opportunities", "Procurement", "Current Bid Openings", "Active Bids", and select the desired bid #. No questions will be responded to after the question and answer period has expired.

During the IFB solicitation process, the CO will NOT conduct any *ex parte* (substantive) conversation. "Substantive" meaning, when discussions pertaining to the IFB are made between OHA and a prospective bidder and other prospective bidders are not present, the conversation may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO; it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by addendum.

4. BID SUBMISSION REQUIREMENTS

It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by OHA, including the IFB document, the documents listed within the following section, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of the OHA requirements contained within the documents may cause that bidder to not be considered for award.

So that OHA can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the below guidelines.

Bidder must complete the below documents listed in the "Minimum Requirements /Documents" section. Contractor must submit all required documents with their bid under a section entitled "Attachments". The documents must be attached in the order listed below. Bidder must complete all OHA forms on the forms provided. Bidders who recreate their own forms or use alternative forms may be disqualified.

Minimum Requirements/Documents (to be submitted with Bid. All forms must be completed and signed on the forms provides in IFB. Forms must not be recreated):

- A. Completed Bid Form
- B. Special and Specific Conditions v1.06 – 09242018
- C. Contractor's Project Schedule (Bidder generated) – Include milestones (bidder generated)
- D. Copy of State of California Contractor License – B License (license must be in the submitting bidders name)

- E. Provide Bid Bond (surety or cash) – Must not be less than 5% of total bid
- F. Bidder must provide proof of experience providing work in similar commercial markets (Bidder generated)
- G. Bidder must provide proof of at least two (2) Million Dollars in General Liability Coverage, HAZMAT coverage, and Asbestos Coverage
- H. Qualification Statement
- I. Profile and Certification Form
- J. Section 3 Business Certification and Action Plan
 - i. OHA expects the selected firm to comply with the Section 3 policy. Refer to Attachment **“Section 3 Requirements - Oakland Housing Authority Economic Opportunities Policy”** in this IFB. The firm(s) must describe proposed compliance with Section 3 of the Housing Act of 1968, as amended regarding the provision of training and employment opportunities for low-income persons, with priority to residents of OHA public housing.
 - ii. The OHA Project Manager and Contract Compliance staff will monitor the Contractor’s compliance with Section 3 requirements.
- K. Subcontractors Form (if applicable. If not applicable please state this on the submitted Subcontractors Form).
 - i. The Subcontractor Form must be completed to identify the tasks performed by Contractor and if applicable, subcontractor(s).
 - ii. State law requires that Construction Contractors list Subcontractors who will do work in excess of one half of one percent of the Contractor’s bid.
 - iii. The selected Contractor may require the services of sub-contractors. The Authority will reserve the right to audit the financial records of the contractors and its sub-contractors.
- L. Asbestos Notice to Contractors and Acknowledgement Form
- M. HUD 5369-A
- N. Addendum Acknowledgement Form

Bid Submittal Binding Method:

It is preferable and recommended that the bidder bind the bid submittals in such a manner that OHA can, if needed, remove the binding or remove the pages from the cover to make copies then conveniently return the bid submittal to its original condition if necessary.

Locating Applicable Wage Rates:

As the currently known work pertaining to this IFB is construction-related, OHA is required to pay Davis-Bacon wage rates (for all "construction contracts in excess of \$2,000"), and for similar State requirements, OHA will then issue a General Decision as it applies to that work. Current Davis-Bacon wages rates are included in this bid package. The wages may also be accessed by going to:

<https://www.wdol.gov/dba.aspx> / Select California (state), Alameda (County), Building (Construction Type).

Important Note: The wage determination is subject to change depending on the time frame between the deadline of the bid date and the date of the Purchase Order/Notice to Proceed.

Bid Submission:

Responses to this solicitation will be accepted at the following location:

Contract Compliance and General Services (CCGS) Office
Oakland Housing Authority
1805 Harrison Street, 1st Floor
Oakland, CA 94612

Faxed or emailed bids will not be accepted. Bids will only be accepted in the CCGS Office at the address above.

Sealed bids must have the **Name of the Company, Address, Phone Number, and Bid Number** clearly marked and visible on the outside of the envelope.

Respondents must provide **one (1) original copy**, clearly marked "ORIGINAL," and **one (1) copy**, clearly marked "COPY," along with **Name of the Company, Address, Phone Number, and Bid Number** list on the front of the required submission. Failure to submit the specified copies and/or to clearly mark the bid may result in delay of bid acceptance.

Late bids will not be accepted. Postmarks will not be considered in determining if a proposal is submitted on time. Bids will be date and time stamped by CCGS staff and a receipt provided for the bid. Bids received after the published deadline will not be considered.

The Authority will not provide any reimbursement for the cost of developing, presenting or providing any response to this IFB.

Submission Conditions:

DO NOT MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED. Bidders are not allowed to change any requirements or forms contained herein, and if any additional marks, notations or requirements are entered on any of the documents, that bid may be invalidated. If, after accepting such a bid, OHA decides that any entry has not changed the intent of the bid

that OHA received, OHA may accept the bid and the bid shall be considered as if those additional marks, notations or requirements were not entered.

Bidder's Responsibilities—Contact with the OHA:

It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CCGS Contact Person only. Bidders must comply with the requirements set forth in the IFB documents and/or any applicable addendum in writing.

5. BID OPENING

Public Opening:

At the set date and time, all bids received will be opened and publicly read aloud by the assigned Contract Specialist, including the company name of the bidder and the lump sum cost proposed. At the bid opening OHA will only disclose the following information: (a) The company name of each bidder; (b) the total amount bid; and (c) the identity of the apparent low bidder. A copy of the bid tabulation or recap recorded may be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; OHA will, at a later time, review all bids in detail and will, in a timely manner, notify any bidder ruled to be non-responsive or not-responsible (as detailed within Section 8(d) of form HUD-5369). OHA reserves the right to waive informalities and minor irregularities in the offers received. The results shall be posted on the OHA Vendor Center website at www.oakha.org/ Select Business Opportunities/ Open RFPs and Bid Status/ Active Bids / Select the desired Bid#. Bids will be available for inspection by the public after the award has been completed through a Public Records Request (Request must be submitted to the Risk Management Department. The Public Records Request Form is available on the OHA website under the Risk Management Department link). (In the case of ties, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection").

Responsive Evaluation:

After the public opening the "hard copy" bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Bidders not meeting the minimum and are deemed to be non-responsive will be notified in writing by OHA in a timely manner.

Responsible Evaluation:

OHA will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e. a firm that is qualified, responsible, and able to provide to the Authority the required services within the requested timeframe). If OHA ascertains that the bidder has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, OHA may proceed with award. If OHA determines that the firm is deemed to be not responsible, the firm will be notified in writing in a timely manner. OHA will then proceed with the next lowest bidder.

Depending on the amount of the award (typically for awards greater than \$50,000), OHA may take such contract award to OHA Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

6. **CONTRACT AWARD**

Lowest Responsive and Responsible Bidder:

Award of an IFB is made to the responsive and responsible bidder that submits the lowest bid/cost.

Contract Award Procedure:

If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

- The selected Contractor will receive a Purchase Order/Contract. For contract amounts above \$50,000, Board approval must be obtained. Therefore, there may be a period of time between the bid due date and issuance of the Purchase Order. Work may NOT commence without a Purchase Order and Notice to Proceed, (see *"Notice to Proceed" section below*).
- By completing, executing and submitting the Bid Form and required documents, the bidder is thereby agreeing to "abide by all terms and conditions pertaining to this IFB as issued by OHA, either in hard copy or on the noted Internet system, including any applicable contract agreement. Accordingly, OHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case OHA has no power or authority to negotiate any clauses contained within any attached HUD documents.

Contract Terms and Conditions:

The following provisions are considered mandatory conditions of any contract award made by the OHA pursuant to this IFB:

Contract Form: As the work is funded with U.S. Department of Housing and Urban Development (HUD) funds, the contract must comply with all applicable HUD requirements specified in HUD-5370 General Conditions for Construction Contracts. The Contractor must also comply with all Authority requirements as applicable based on contract size which will be incorporated into any contracts awarded.

OHA will not execute a contract solely on the successful bidder's form. Contracts will only be executed on the required OHA and/or HUD forms, and by submitting a bid the successful bidder agrees to do so (please note that OHA reserves the right to amend the form(s) as deemed necessary). However, OHA will, during the IFB process, (prior to the submittal deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request to do so. Failure of OHA to include such clauses does not give the successful bidder the right to refuse to execute OHA's contract form. It is the responsibility of each prospective bidder to notify OHA, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. OHA will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by OHA's response (decision), then that prospective bidder's bid shall be deemed non-responsive.

Workmanship Warranty: The Contractor shall warrant that the work performed will conform to the contract requirements, industry standards, and manufacturer product standards for a period of two (2) years from the final acceptance of the work. The contractor shall remedy, at the contractor's expense, any failure to conform, or any defect of equipment or workmanship furnished by the Contractor. Failure to correct the defect will result in the Contractor being determined to be "non-responsible" and may be disqualified by OHA for future projects.

Warranty/Guarantee: All work provided shall be warranted or guaranteed by the Contractor for a period of time of not less than two (2) years from the final acceptance of work.

Assignment of Personnel:

OHA shall retain the right to demand and receive a change in personnel assigned to the work if OHA believes that such change is in its best interest and the completion of the contracted work.

Unauthorized Sub-Contracting Prohibited:

The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without prior written consent of the CO shall be void and may result in the cancellation of the contract with OHA, or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract; either as determined by the CO.

Licensing and Insurance Requirements:

Prior to award (but not as a part of the bid submission) the *successful bidder* will be required to provide:

- An original certificate evidencing the bidder's appropriate licensing current industrial (worker's compensation) insurance carrier and coverage amount;
- Insurance certificates evidencing all applicable insurance requirements as specified in "OHA's Insurance Requirements for Contractors".
- A copy of the bidder's business license allowing that entity to provide such services within the appropriate jurisdiction (State of California).
- A copy of the bidder's license issued by the State of California licensing authority allowing the bidder to provide the services detailed herein such as the Specialty Contractor license classification.

Contract Service Standards:

All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

7. NOTICE TO PROCEED

Upon receipt of the Purchase Order, the Contractor will meet with the Project Manager and the OHA Labor Compliance Officer prior to commencing any site work. The Contractor shall not start any project without an approved and signed Purchase Order and "Notice to Proceed" from the Project Manager. The following documents and/or process will be required prior to obtaining a Purchase Order and Notice to Proceed (if applicable):

1. Insurance Requirements: OHA will require the selected Contractor to meet statutory insurance requirements and provide proof of insurance in accordance with HUD-5370 as applicable, depending on the size of the contract.
2. Performance & Payment Bond: OHA will require the selected Contractor to provide a performance/payment bond (either 20% of the total bid amount in the form of a cashier's check or 100% of the total bid amount issued by approved surety bonding company).
3. Prevailing Wage Requirement: The OHA Labor Compliance Officer will determine the appropriate wage rate based on the scope of work for the project. The Contractor will meet with the OHA Labor Compliance Officer for instruction on labor compliance.
4. Weekly Certified Payroll: Certified Payrolls must be forwarded to the OHA Labor Compliance Officer. OHA will conduct site interviews of employees to verify wages. Any classification not listed will require a formal request for the wage determination, which will be submitted to HUD by the OHA CCGS Department.
5. Section 3 Reports: Section 3 Reports, if applicable, must be submitted to the CCGS Department on a monthly basis.
6. Subcontractor Form: The Subcontractor List Form (refer to Attachments) must be submitted.
7. Form HUD 5369-A
8. Asbestos Notice to Contractors and Acknowledgement Form: If not already submitted.
9. Any Other Applicable Required Documents.

8. PAYMENT

All invoices to Authority shall be itemized, with each installment to be on a separate bill. Bills shall be itemized in the following manner:

1. Identify invoice period (example: Jan 1, XX19 to Jan 30, XX19)
2. Identify bid # and address
3. Indicate purchase order number
4. Attach Schedule of Values
5. Unconditional lien releases (for all materials and subs) – starting a billing #2 for the previous billing.

Oakland Housing Authority

BID FORM

IFB #18-006 1619 Harrison Street Remodel

We have received IFB 18-006 Invitation to Bid, furthermore carefully examined all Construction Documents and are familiar with all conditions concerning this proposed work and hereby submit the following proposal to complete the Work in accordance with the Construction Documents. We understand this form must signed and submitted by November 14, 2018 at 10:00AM and that no late submissions will be accepted.

In Submitting this Proposal We Agree To:

- Bidder must hold their bid firm for thirty days after bid deadline
- Enter into and execute a Contract per the attached Scope
- Provide a 100% Performance and Payment Bond once selected as lowest most responsive and responsible bidder
- Provide a 5% Bid Bond (surety or cash)
- Signed Special and Specific Conditions

We will complete this Project for the Lump Sum Amount Of:

\$: _____

Written Lump Sum: _____

Changes in the work (if any): Overhead: _____% and Profit of: _____ will be used in computing the final cost of any change in the work that may occur during construction.

Performance Bond Fee amount: \$_____. Percentage: _____% (included in lump sum)

The undersigned having examined the specifications, and being familiar with all of the conditions surrounding services of the proposed project; hereby proposes to furnish all labor, material, equipment, machinery, tools, supplies, permits and certificates, as listed within this IFB, to perform all work required, in strict accordance with OHA specifications and contract requirements. Any additional costs or alterations to this bid form will not be accepted. **Project will be awarded to lowest responsible, responsive bidder for the grand total bid amount.** Where there is a discrepancy between words and figures, **WORDS WILL GOVERN.**

Contractor Name: _____

Authorized Signature: _____

Title: _____ Date: _____

Address: _____

Telephone: _____ Fax: _____

Email Address: _____

Contractor License # _____

ATTACHMENTS
(FORMS / DOCUMENTS)

As Indicated in the Table of Contents

**OAKLAND HOUSING AUTHORITY
CONTRACT COMPLIANCE & GENERAL SERVICES**

QUALIFICATIONS STATEMENT (Page 1 of 3)

This statement must be fully completed and submitted with the bid. (It shall be retained on file for one calendar year.)

All questions must be answered, with responses clear and complete. Attach additional pages if needed.

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: Oakland Housing Authority - Contract Compliance and General Services
Department (CCGS)
Address: 1805 Harrison Street, 2nd Floor
Oakland, CA 94612

Submitted by: _____

Name: _____

Address: _____

Name of Project: **IFB #18-006 1619 Harrison Street Remodel**

Type of work/Location: Remodel – 1619 Harrison Street Oakland, CA 94612

License Required: General Building Contract License – B License

A. Organization

- How many years has your company been in business as a Contractor in the State of California completing work similar as outlined in the Scope of Work for IFB #18-006?
- How many years has your company been in business under its present business name in the State of California?
- If your company is a corporation, answer the following:
 - i. Date of incorporation: _____
 - ii. State of incorporation: _____
 - iii. President's name: _____
 - iv. Applicable business and trade licenses: _____

**OAKLAND HOUSING AUTHORITY
CONTRACT COMPLIANCE & GENERAL SERVICES**

QUALIFICATIONS STATEMENT (Page 2 of 3)

- If your company is a partnership, answer the following:
 - i. Date of licensing: _____
 - ii. Type of partnership: _____
 - iii. Name(s) of general partner(s): _____

- If your company is individually owned, answer the following:
 - i. Date of licensing: _____
 - ii. Name of owner: _____

- How many employees does your company currently employ?

- How many Supervisors and Foreman does your company employ?

B. Licensing

- List jurisdictions and trade categories in which your company is legally qualified to do business and indicate registration or license numbers, if applicable.

C. Experience:

- List all Claims and Suits within the last five (5) years. (If the answers to any of the questions below are yes, please attach details.)

- Has your company ever failed to complete any work awarded to it?

Yes No

- If yes, what was the name of the contract and what was the reason for default?

**OAKLAND HOUSING AUTHORITY
CONTRACT COMPLIANCE & GENERAL SERVICES**

QUALIFICATIONS STATEMENT (Page 3 of 3)

- Has your company ever refused to sign a contract after award of the bid?
 Yes No

- If yes, what was the name of the contract and reason for refusal?

- Has your company or subsidiaries or principals ever been debarred from government contracts?
 Yes No

- If yes, please identify party and state the reason.

- Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your company or its officers? If so, please list.

- Has your company filed any law suits or requested arbitration with regards to construction contracts within the last five years? If so, please list.

D. Bonding/Financial Information:

- Surety:

- Name of bonding company:

- Name and address of agent:

- Upon request, will you complete a detailed financial statement and furnish any other information required by the Oakland Housing Authority?

Yes No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information request by the Oakland Housing Authority, verifying the declarations included in this Statement of Qualifications.

By: _____ Date: _____

Title: _____

SUBCONTRACTOR LIST

IFB No. 18-006

(PAGE 1 OF 2)

California Public Contract Code Section 4104(a) requires all bidders to identify all subcontractors that will provide work in excess of ½ of 1% of the bid amount. Failure to provide all the information requested below may result in rejection of the bid.

Subcontractor	Classification	Location	CA License No.*	Public Works Registration No.*
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

(Attach additional page if necessary.)

* The Public Works Registration Number is required by California Labor Code section 1725.5. An inadvertent error in listing the California Contractor's License Number or the Public Works Registration Number will not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected numbers are submitted to OHA by the prime contractor within 24 hours after the bid opening and provided the corrected numbers correspond to the submitted name and location for that subcontractor.

Date _____

Name of Bidder _____

By _____

Title _____

Address _____



Special and Specific Conditions, v1.06 – 09.24.2018

1. The building permit (B1803755) has been applied for and paid for at the City of Oakland by OHA. It is the Contractor's responsibility to complete the permit process by procuring the J-number(s) from BAAQMD and complete the recycling plan (WRRP and CDSR) to finalize and procure the building permit at no additional cost to OHA. Other permits and (or) permit fees such as, but not limited to electrical or mechanical shall be the responsibility of the Contractor at no additional cost to OHA.
2. OHA would like safe and usable access to the Board of Commissioner's Room and BOC Breakout room, BOC Audio room, and first floor restrooms, for scheduled Board of Commissioner meetings, open to the public, which usually occur on the fourth Monday evening (3:30pm to Midnight) of each month, during construction. Power, water, lighting and a safe path of travel from the entry shall be insured to these occasions. OHA will provide security for said events. If necessary work shall be scheduled around meeting dates to maintain a clear and safe path of travel. No additional cost to OHA.
3. The electronic entry (card reader system) will be maintained operational during construction at 1621 Harrison St. Harrison Towers. This shall be temporarily wired during construction as the control panels will be removed and replaced per plan at no additional cost to OHA. This must stay in operation during construction. Coordinate with OHA CID Project Manager.
4. The electronic entry (card reader system) will be maintained during construction at basement roll up gates, including basement cameras. This shall be temporarily wired during construction as the control panels will be removed and replaced per plan at no additional cost to OHA. Add temporary patch panel in Room 252 IDF data and power to connect door access control panels to server at 1540 Webster MDF Room operationally during construction. Coordinate with OHA CID Project Manager.
5. The new and (E) existing IDF Room 252 has a critical fiber optic connection and two switches operational full time. The connection and small patch panel shall be temporarily mounted and maintain operation during construction. Fiber optic panel finally to be mounted on new rack system. Said operation is critical to all of OHA's LAN system. Temporary power must be operational and maintained to the IDF Room 252 during construction. No additional cost to OHA.
6. See ACC Hazmat findings – Asbestos and Lead Survey, June 19th 2017, 33 pages and Asbestos and Lead Work Plan, September 2018, 12 pages from A.C.C. Environmental Consultants, prepared by Chris Yama, #98-2356 – Attached in this bid package as part of Selective Demolition.
7. The 17 each parking stalls (straight in from ramp - 4500 sq. ft.) shall be provided for Contractor parking or storage during the duration of the project. OHA to use and maintain access to the balance of the garage and other areas, such as garbage and recycling rooms. Some coordination with the work shall be required at no additional cost to OHA.
8. 1619 Harrison Street building is a cast in place concrete building. There are floor slabs, concrete beams and roof decks that are post tension and have post tension cables in them. OHA has only original design drawings of these structures. No other documents are available. It is the contractor responsibility to use appropriate scanning devices and methods to locate said cable layout prior to drilling any penetrations. At no additional cost to OHA.
9. OHA anticipates Contractor will start work within 30 days of contract award provided that there are not any delays in procuring building permits or there are not any other related delays with the City of Oakland.
10. It is the intent of this project to clear out all dead, unused and superfluous communication cabling. Contractor has had the opportunity to visit and survey the site, see the existing cabling conditions and will be responsible for remediating said condition at no additional cost to OHA

Part of Bid documents:

Contractor acknowledges signed: _____ date: _____

(End of Special and Specific Conditions)



An Employee Owned Company

June 19, 2017

Mr. Tim Leistico
Oakland Housing Authority
1619 Harrison Street
Oakland, CA 94601

Transmitted Electronically: tleistico@oakha.org

Re: Asbestos and Lead Survey
Oakland Housing Authority Main Office - 1619 Harrison Street
Oakland, California
ACC Project No. 2039-041.00

Dear Mr. Leistico:

This report discusses the findings of the biological (mold), asbestos, and lead sampling conducted by ACC Environmental Consultants, Inc., (ACC) on July 24th, 2015 and June 9th, 2017 at Oakland Housing Authority – Main Office, located at 1619 Harrison Street, Oakland, California (subject area).

The mold investigation was conducted at the request of Ms. Artesia Dupree of Oakland Housing Authority. The initial investigation was conducted due to concerns of health issues that may arise from possible mold growth. The initial investigation was performed to determine if an atypical biological condition existed.

The asbestos and lead survey of the site was performed to identify suspect asbestos-containing and lead-containing materials that may be impacted during the planned renovation project. Building components not associated with the planned renovation project were not sampled.

During the investigations, ACC performed the following tasks: 1) conducted a visual site inspection of the subject site, 2) collected non-viable fungal spore air samples, 3) collected asbestos and lead samples of suspect materials that would be disturbed during planned renovation activities, and 4) counted light tubes and ballasts as potential hazardous materials.

Biological Sampling

Microorganisms (molds, bacteria, etc.) are a normal and essential component of the earth's terrestrial and aquatic ecosystem. Although microorganisms are normally present in indoor environments, excessive moisture in some interior niches is associated with an increase in microorganisms that may cause adverse health effect that are either infective or allergic in nature. Some specific species of *fungi* are known to be allergens and can produce mycotoxins. ACC performed air sampling to attempt to determine whether the interior environment is microbiologically atypical.

Fungal & Particulate Air Sampling

ACC collected two (2) non-viable fungal spore air samples from the interior of the subject area and one (1) sample from the outside, for comparison. Currently, there are no regulatory guidelines establishing safe levels of

microorganisms inside buildings, with the exception that the presence of biological growth of these organisms generally should not be present in properly maintained facilities. Since there are no regulatory guidelines for the many species of microorganisms, industry standard is to compare indoor air samples to outdoor air samples, with the expectation that bio-aerosol concentrations indoors should be less than or equal to outdoor levels and similar fungal types. Non-viable fungi spore air sampling was performed using Air-O-Cell (spore trap) cassettes and high volume air sampling pumps. Samples were collected at 15 liters per minute (LPM) of air for a period of 5 minutes to yield total volumes of 75 liters of air. After completion of sampling, all collection media was packaged and transported via courier using standard chain of custody protocols to Micro Analytical Laboratories, Inc. of Emeryville, California. Non-biological particulate was also characterized from the same spore trap samples collected during ACC's investigation. Results of the fungal and particulate analysis are summarized below. The analytical report is attached for biological and particulate analysis.

Fungal & Particulate Air Sampling Summary

Fungal/Particulate Type	Sample Number & Location				
		#1250362 2 nd Floor Records Storage E	#1349373 Outside at Front Entrance	-	-
	Spores or Particulate/m3	Spores or Particulate/m3	Spores or Particulate/m3	Spores or Particulate/m3	Spores or Particulate/m3
Total Fungal Spores		27	240		
Alternaria					
Ascospores		-	13		
Aureobasidium					
Basidiospores		-	40		
Beltrania					
Bipolaris/Dreschlera					
Botrytis					
Chaetomium		-	-		
Cladosporium		-	53		
Curvularia					
Epicoccum					
HYPHAL FRAGMENTS					
Nigrospora					
Oidium					
Penicillium/Aspergillus		13	133		
Pithomyces					
Rusts		-	-		
Stachybotrys					
Stemphylium					
Torula					
Ulocladium		13	-		
Particulate Density					
Sample Volume		75 Liters	75 Liters	--	--
Lab Comments		None	None		

Fungal & Particulate Air Sample Findings

Moisture Investigation

Average moisture content in building materials should be below 15%. Generally, readings below 15% indicate normal moisture levels; 15% to 20% indicate moderate moisture levels; and 20% to 100% indicates excessive moisture levels and is considered to be of significant concern. Mr. Ramon Chia, an industrial hygienist with ACC, performed the moisture survey assessment on July 24, 2015. The moisture level readings were collected from the drywall materials within the affected area to determine whether existing finishes had atypical moisture content.

Moisture readings were collected using a Protimeter Surveymaster SM moisture meter. The moisture meter is utilized to verify wet areas and determine relative moisture content in comparison with the building's background moisture level range.

The attached Moisture Survey Table identifies specific moisture survey findings and all elevated readings identified by ACC during the July 24, 2015 moisture survey. While most of the impacted areas were identified within the normal building background moisture content levels (0-17% moisture content), limited areas/materials were found to have atypical moisture concentrations and are identified in the table below and on the attached Figures. Areas and materials outside of the building background moisture range should be restored, repaired or reconstructed as necessary to return those areas to normal service.

Moisture Survey Table				
Area	Impacted Materials	Moisture Range	Comments	Recommendations
2 nd Floor: Records Storage E – East Side	Walls – 2' Height (60 Sq. Ft.); Ceiling (90 Sq. Ft.)	60%	Elevated Moisture Confirmed	Remove walls and ceilings with elevated Moisture or visible mold (150 SF). Clean wall and Ceiling Cavities
2 nd Floor: Records Storage E North Side	No Access due to Files	N/Q	N/A	Remove walls as necessary 50 SF. Clean wall cavities
SE Storage Closet	Walls – 50 SF	N/Q	Visible Mold Observed	Remove walls and ceilings with visible Mold (50SF). Clean wall and ceiling cavities.

Moisture Survey Findings

Based on the findings of the moisture survey, ACC makes the following conclusions and recommendations:

- Remove walls and ceilings with visible mold. Use moisture meter during removal to determine if moisture has moved upwards and sideways. Remove additional materials as needed. Clean wall and ceiling cavities with biocide.

Asbestos Bulk Sample Results

On July 24, 2015, Mr. Ramon Chia, a Cal-OSHA Certified Asbestos Consultant (CAC #06-3931) with ACC, performed limited bulk sampling of suspect asbestos-containing materials. Samples were delivered to Micro Analytical Laboratories, Inc., of Emeryville, California.

On June 9, 2017, Mr. Chris Yama – a Cal-OSHA Certified Asbestos Consultant (CAC #98-2356) with ACC – and Ms. Rachael Gehrman – a Cal-OSHA Site Surveillance Technician (SST #16-5610) with ACC – performed limited bulk sampling of suspect asbestos containing materials. Samples were delivered to Forensic Analytical Laboratories, of Hayward, California.

Micro Analytical Laboratories, Inc., and Forensic Analytical Laboratories are independent laboratories that participates in the bulk sample proficiency analysis program conducted by the United States Environmental

Protection Agency (EPA) and are accredited by the National Voluntary Laboratory Accreditation Program (NVLAP). The samples were analyzed using Polarized Light Microscopy (PLM) with dispersion staining to estimate percent composition by volume. Samples with less than 1% (<1%) asbestos are designated as “Trace asbestos.” Samples with no observable asbestiform minerals are designated as “no asbestos detected.”

Summary of Asbestos Bulk Sample Results

Sample No.	Material Description	Location Description	Results	Approx. Quantity*	NESHAPS Category ¹	OSHA Class ²
JC-01-01, 2, 3, 4, & 5	Gypsum Wallboard and Taping Compound	1 st & 2 nd Floors: Throughout Building, All Walls and Partial Ceilings	Gypsum Board: No Asbestos Detected Taping Mud: 2% Chrysotile Asbestos Tape: No Asbestos Detected Drywall: No Asbestos Detected Joint Compound: 2% Chrysotile Asbestos Composite GB & TM: Trace (<1%) Chrysotile Asbestos	69,500 SF	Friable	Class 2
BA-02-01	Tan Baseboard Adhesive Behind 4" Brown Baseboard	3 rd Floor: Laundry Room	Baseboard: No Asbestos Detected Adhesive: No Asbestos Detected	N/Q	N/A	N/A
SV-03-01	Brown and Light Brown Sheet Vinyl Flooring	3 rd Floor: Laundry Room	Sheet Vinyl: No Asbestos Detected Mastic: No Asbestos Detected	N/Q	N/A	N/A
TC-04-01, 02, 03, 4, 5, 6, & 7	Texturing Compound on Drywall, Concrete and Ductwork	1 st & 2 nd Floors: Throughout Building, All Walls and Partial Ceilings and Ductwork.	Texture: 2% Chrysotile Asbestos Paint: No Asbestos Detected Semi-Fibrous Material: 5% Chrysotile Asbestos	79,500 SF	Friable	Class 2
CT-07-01, 2	2'x4' White with Pinholes & Fissures Suspended Ceiling Tile	1 st & 2 nd Floors: Partial Ceilings	Ceiling Tile: No Asbestos Detected Coating: No Asbestos Detected Fibrous Material: No Asbestos Detected	N/Q	N/A	N/A
BA-08-01, 2	Brown Baseboard Adhesive Behind 4" Tan Baseboard	Throughout 1 st and 2 nd Floor	Baseboard: No Asbestos Detected Mastic: Trace (<1%) Chrysotile Asbestos Adhesive: No Asbestos Detected Paint: No Asbestos Detected Skimcoat/Joint Compound: Trace (<1%) Chrysotile Asbestos	1,550 LF	Category II	Class 2
FA-09-01, 2, 3, & 4	12"x12" Off-white with Gray Streaks Floor Tile and Black Adhesive	2 nd Floor: Partial Floors in Mail Room and Northwest Center Room, Janitor Closet	Tile: 2% Chrysotile Asbestos Mastic: No Asbestos Detected Adhesive: No Asbestos Detected	1,040 SF	Category I	Class 2
CA-10-1, 2	Yellow Carpet Adhesive	2 nd Floor: Partial Floors	Adhesive: No Asbestos Detected	NQ	N/A	N/A
TG-11-1, 2	Tile Grout and Underlayment	1 st and 2 nd Floors: Partial Bathroom Walls and Floors	Brown/White Grout: No Asbestos Detected Tile: No Asbestos Detected Cementitious Material: No Asbestos Detected Brown Grout: No Asbestos Detected	NQ	N/A	N/A
DT-12-1	HVAC Duct Tape	Throughout Building: Partial Ducts	Tape: No Asbestos Detected	NQ	N/A	N/A
CT-13-1, 2	2'x4' White Textured Ceiling Tile	1 st Floor: Partial Ceilings	Fibrous Material: No Asbestos Detected Coating: No Asbestos Detected	NQ	N/A	N/A
CA-14-1, 2	Green Carpet Adhesive	Throughout Building: Partial Floors	Adhesive: No Asbestos Detected	NQ	N/A	N/A
TG-15-1	Tile Grout and Underlayment	1 st Floor: Partial Front Lobby Floors	Grout: No Asbestos Detected	NQ	N/A	N/A

Sample No.	Material Description	Location Description	Results	Approx. Quantity*	NESHAPS Category ¹	OSHA Class ²
SA-16-1, 2, & 3	Spray-Applied Acoustic Material	1 st Floor: Partial Front Lobby Ceiling	Non-Fibrous Material: No Asbestos Detected	NQ	N/A	N/A
AD-17-1	Green Adhesive	1 st and 2 nd Floors: Upper Walls	Adhesive: No Asbestos Detected	NQ	N/A	N/A
AD-18-1	Black Adhesive	1 st and 2 nd Floors: On Beams Upper Ceiling	Adhesive: No Asbestos Detected	NQ	N/A	N/A
TG-19-1	Tile Grout	2 nd Floor: Partial Lobby Floors	Grout: No Asbestos Detected	NQ	N/A	N/A
FA-20-1, 2	12"x12" Tan Floor Tile and Adhesive	2 nd Floor: Partial IT Rooms Floors	Tile: 2% Chrysotile Asbestos Mastic: No Asbestos Detected	130 SF	Category I	Class 2
FA-21-1, 2	12"x12" Grey Floor Tile and Adhesive	2 nd Floor: Partial Hallways and Director's Closet Floors	Tile: Trace (<1%) Chrysotile Asbestos Mastic: No Asbestos Detected	700 SF	Category I	Class 2
FA-22-1, 2	12"x12" Grey Floor Tile and Adhesive	East Center Elevators: Floors	Grey Tile: No Asbestos Detected Mastic: No Asbestos Detected Dark Grey Tile: No Asbestos Detected	NQ	N/A	N/A
CA-23-1, 2	Yellow Carpet Adhesive	1 st Floor: Partial Front Lobby Floors	Adhesive: No Asbestos Detected	NQ	N/A	N/A
FA-24-1, 2	12"x12" Tan Floor Tile and Adhesive	2 nd Floor: Partial IT Rooms Floors	Tan Tile: No Asbestos Detected Adhesive: No Asbestos Detected Mastic: No Asbestos Detected Brown Tile: No Asbestos Detected	NQ	N/A	N/A
FA-25-1	12"x12" Red Floor Tile and Adhesive	2 nd Floor: Partial Finance Room Floors	Tile: No Asbestos Detected Adhesive: No Asbestos Detected	NQ	N/A	N/A
FA-26-1	12"x12" Off-white Floor Tile and Adhesive	2 nd Floor: Room E Floor	Tile: 2% Chrysotile Asbestos Mastic: No Asbestos Detected	72 SF	Category I	Class 2
FA-27-1, 2	12"x12" Light Grey Floor Tile and Black Adhesive	2 nd Floor: Partial Southwest Corner Floors	Tile: No Asbestos Detected Mastic: No Asbestos Detected	NQ	N/A	N/A
CK-28-1, 2	Caulking	Exterior courtyard: Around Planters and Perimeter	Non-Fibrous Material: No Asbestos Detected	NQ	N/A	N/A
TG-29-1, 2	Tile Grout	Exterior Courtyard: Floor	Ceramic Tile: No Asbestos Detected Grout: No Asbestos Detected	NQ	N/A	N/A
MI-30-1	Water Proofing	Exterior Courtyard: Planters	Cementitious Material: No Asbestos Detected Non-Fibrous Material: No Asbestos Detected Fibrous Material: No Asbestos Detected Semi-Fibrous Material: No Asbestos Detected	NQ	N/A	N/A

*Approximate quantities should be verified during any project planning as the building was occupied during the survey and ACC was unable to perform a fully destructive investigation to identify all concealed conditions.

¹EPA's NESHAPS regulations define categories of asbestos-containing materials (ACM) based on their potential of asbestos fiber release when disturbed:

- Friable - Any material containing more than 1 percent asbestos that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.
- Category I Non-friable ACM (Cat I NF) - Asbestos-containing packings, gaskets, resilient floor covering and asphalt roofing products containing more than 1 percent asbestos.
- Category II Non-friable ACM (Cat II NF) - Any material, excluding Category I non-friable ACM containing more than 1 percent asbestos as determined using the methods specified under AHERA, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

²OSHA's Asbestos in Construction Standard (Federal - 29 CFR 1926.1101 and California - 8 CCR 1529) define specific "Classes" of work based on the risk of exposure to employees with the potential for disturbance of asbestos-containing materials. The classes of work are defined as

- Class 1 - Asbestos-related activities involving the removal of thermal systems insulation (TSI) and surfacing ACM or presumed ACM.
- Class 2 - Asbestos-related activities involving the removal of ACM, which are not TSI, or surfacing ACM.

Observation of Damage to Asbestos-containing Materials

ACC did not observe damage to the accessible asbestos-containing materials identified at the building and all materials are considered in good condition. Materials may be impacted by age, wind/water damage, mechanical abrasion, and maintenance, renovation & demolition activities. As such, all asbestos-containing materials (including presumed materials) should be periodically inspected to verify condition. If asbestos-containing material conditions deteriorate, appropriate actions should be taken to repair and clean associated debris per regulatory requirements.

Asbestos Sampling Results

Based on the sample results, the planned renovation project may impact asbestos-containing materials. The final scope of work should be reviewed against the asbestos survey information. If asbestos-containing materials will be disturbed during the projects, licensed asbestos abatement contractors working under standard Oakland Housing Authority asbestos program requirements should perform all work.

A review of all other asbestos survey information available for the property in conjunction with these results should be conducted prior to proceeding with project activities and when a change in the project scope is developed. If suspect asbestos-containing materials will be impacted that are not addressed in this survey or in the historical survey records, additional sampling should be conducted prior to disturbance. Historical records (typically predating 1995) have limited value for project planning and should be verified with confirmatory inspection and additional sampling.

Lead Bulk Sample Results

Ms. Rachael Gehrman, a California Department of Public Health Lead Surveyor/Technician (S/T-28090) with ACC, collected six (6) bulk samples to establish lead-paint concentration for clean up and disposal requirements. Samples with detectable amounts of lead must be properly removed and disposed of according to local, state and federal regulations. Lead sampling was conducted to identify suspect lead-containing coatings that may be disturbed by project activities for the purpose of compliance with Cal-OSHA's Lead in Construction Standard and is not intended to be a "Lead Inspection" or "Lead Risk Assessment" as defined by the California Department of Public Health.

The bulk samples were obtained from suspect lead-containing building materials identified at the building. Paint sampling was limited to major paint colors on interior and exterior walls, including the predominant trim color throughout the building and may not represent all accent or trim colors found at the property. Paint colors and/or descriptions are identified based on the surface color observed by ACC at the time of the survey and does not necessarily identify paint descriptions underlying the surface coat.

The samples were delivered to Forensic Analytical Laboratories, of Hayward, California; an independent American Industrial Hygiene Association (AIHA) accredited laboratory, for analysis. Samples were analyzed by Atomic Absorption (AA) Spectroscopy in accordance with the EPA 3050B/7420 Method. The colors, locations, and lead contents of these paints are listed below.

Summary of Lead Bulk Sample Results

Sample No.	Material Description	Material Location	Lead Content (ppm unless otherwise noted)	Approximate Quantity*
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Sample No.	Material Description	Material Location	Lead Content (ppm unless otherwise noted)	Approximate Quantity*
PT-1	Brown and Grey Ceramic Tile	1 st and 2 nd Floors: Bathrooms Wall and Floors	6.7	2,600 SF
PT-2	Off-White Paint	1 st and 2 nd Floors: Walls Throughout	<0.007 wt%	N/A
PT-3	Ceramic Bricks	1 st Floor: Front Lobby	<7	N/A
PT-4	White Paint	1 st and 2 nd Floors: Interior Trim	<30	N/A
PT-5	Red Brick	Courtyard	<6	N/A
PT-6	Tan Paint	Exterior Walls and Concrete Planters in Courtyard	0.030 wt%	2,100 SF

*Quantity for "paint" reflects approximate area of loose & peeling only, not all painted surfaces. Quantity for "tile" reflects approximate surface area.

Of the six (6) samples collected, none (0) were reported to contain lead above 0.5%, 5,000 parts per million (weight by weight), or 1.0 mg/cm² which is the definition for lead based paint by the Environmental Protection Agency (EPA) and the California Department of Public Health (CDPH).

Of the six samples collected, two (2) were found to have detectable amounts of lead. The OSHA Lead in Construction Standard requires the use of special work practices during the disturbance of paint with any detectable amounts of lead. See OSHA Lead Regulation Summary below.

Lead containing waste materials with a concentration greater than 0.1%, for total lead, is considered hazardous waste in the State of California. Lead containing waste materials with a total lead concentration between 0.005% (50 ppm) and 0.10% (1000 ppm) must be re-analyzed using the waste extraction test (WET) method to determine the soluble lead content for waste disposal requirements.

The EPA – Renovation, Repair and Painting Final Rule (40 CFR 745) requires that renovations conducted for compensation (where lead-based paint will be disturbed) in Target Housing or Child-Occupied facilities, must be performed by Certified Firms using Certified Renovators following the requirements set forth in the regulation.

Contractors are also required to notify the Division of Occupational Safety and Health (DOSH) prior to disturbing greater than 100 square feet or 100 linear feet of material containing lead greater than 0.5% by weight, 5000 parts per million (ppm) or 1.0 milligram per square centimeter (mg/cm²).

Other Hazardous Materials

ACC quantified the number of mercury containing light tubes; suspect PCB-containing ballasts and Mercury thermostat switches as part of the scope of work. These materials and the quantities indicated below should be included in the hazardous materials removal scope of work or handled by properly trained workers of the demolition contractor and segregated into specific waste streams prior to disturbance by general demolition activities.

Universal Waste/Other Hazardous Wastes	Estimated Quantity
Florescent/Mercury Vapor Light Tubes (4'equivalent)	210 EA
Suspect PCB-containing Light Ballasts	105 EA

Universal Waste/Other Hazardous Wastes	Estimated Quantity
Mold Impacted Materials	250 SF

Limitations

ACC conducted the limited survey with the standard of care ordinarily exercised by qualified and reputable members of the environmental/industrial hygiene profession based on conditions and practices observed at the property and information provided to ACC related to the project and/or purpose of the survey at the time of the investigation. The survey was limited to specific project areas and was not intended to identify all suspect asbestos-containing materials within the building. Areas and materials not included in the survey should be inspected and sampled prior to any renovation, maintenance, demolition or other activity that may cause disturbance to the materials. This report does not intend to identify all hazards or unsafe practices, nor to indicate that other hazards or unsafe conditions do not exist at the property.

ACC encountered the following inaccessible areas in addition to general concealed conditions (i.e. within wall cavities, above/below solid ceilings or flooring/sub-flooring materials, etc.) and are excluded from the scope of the survey. These areas should be inspected and any suspect materials and sampled accordingly prior to any renovation, maintenance, demolition or other activity that may cause disturbance to the materials.

Inaccessible Areas

- The north side of Storage Room E was blocked by boxes and files and could not be accessed.

Materials that would require intrusive or destructive sampling were generally not sampled as part of the project unless written direction was provided to ACC to perform intrusive and/or destructive sampling on specific building systems, the area was unoccupied at the time of the survey and by performing intrusive/destructive sampling would not create an unsafe condition. Furthermore, ACC shall not be responsible for identifying and/or sampling suspect materials concealed within walls, columns, beneath flooring, above solid ceilings, underground or in any other concealed areas. ACC shall not be responsible for identification, sampling and/or characterization of lead-containing materials, PCB and lighting/mercury wastes, and water or mold impacted materials. General observations may be noted if ACC observed suspect conditions to the client either separately or within this report.

ACC excludes sampling concrete and asphalt paving as suspect asbestos-containing materials. Aggregate found in these materials may contain asbestos if supplied from quarries located in known ultra-mafic areas. It is possible that prior to recycling and/or disposal, recycling agents or landfills may require sampling of these materials to determine the presence of asbestos prior to acceptance.

ACC excludes characterization of soils in areas on known ultramafic rock (where naturally occurring asbestos may be found in soils) as part of the scope of work. If the project area is located within a known ultramafic rock area, provisions should be made to address regulatory requirements for any planned excavation and grading as part of the project. ACC can provide further detail on regulatory requirements related to naturally occurring asbestos in soils.

Quantities identified may not represent entire quantities of each material in the building based on the scope of the survey.

The analyzing laboratory quantifies asbestos concentrations by calibrated visual estimation using standard PLM methodology, with detection of asbestos is material/matrix dependent. Detection of trace asbestos (<1%) may not be reliable or reproducible by PLM and percentage of asbestos weight cannot be determined with standard PLM methodology. Confirmation of asbestos concentrations within complex matrices (i.e. plaster, gypsum wallboard/taping/joint compounds, stucco, resilient flooring, roofing) or when asbestos concentrations are 1% or less may warrant additional analysis by PLM point counting, gravimetric reduction or Transmission Electron Microscopy for proper characterization of asbestos-containing materials and/or waste-stream analysis.

This report is prepared for the express use of Oakland Housing Authority, its agents and employees. The information in this report or portions thereof may be required to be included in notifications to employees, occupants, contractors, vendors or other visitors to the building. This report is *not* intended to be used as a specification or work plan for removal of asbestos-containing or other hazardous materials identified in the report or for any work suggested by the report.

Main Office – 1619 Harrison Street, Oakland, Ca. – Asbestos and Lead Survey 1st and 2nd Floor Renovation
Oakland Housing Authority
June 19, 2017
Page 10 of 10

Please contact me at (510) 638-8400, extension 111, should you have any questions.

Sincerely,
ACC ENVIRONMENTAL CONSULTANTS, INC.



Chris Yama, CAC, CHMM, LEED AP
Senior Project Manager
Cal-OSHA Certified Asbestos Consultant #98-2356

/na

Attachments: Laboratory Reports
Moisture Survey Map Drawing

MICRO ANALYTICAL LABORATORIES, INC.
BULK ASBESTOS ANALYSIS - POLARIZED LIGHT MICROSCOPY (PLM)



1075
 Chris Yama
 A.C.C. Environmental Consultants
 7977 Capwell Drive, Suite 100
 Oakland, CA 94621

PROJECT:
JOB NO. 2039-032.00
1619 HARRISON STREET
OAKLAND, CA

Micro Log In **208911**
 Total Samples 11
 Date Sampled 07/24/2015
 Date Received 07/24/2015
 Date Analyzed 07/24/2015

SAMPLE IDENTIFICATION		ASBESTOS INFORMATION QUANTITY (AREA %) / TYPES / LAYERS / DISTINCT SAMPLES	DOMINANT OTHER MATERIALS
Client #:	JC-01-01	COMPOSITE GB & TM: <1% CHRYSOTILE ASBESTOS	10% CELLULOSE 2% FIBROUS GLASS NFM: CARBONATE, MISC. PARTICLES
Micro #: 208911-01	Analyst: AF GYPSUM / TAPING	GYPSUM BOARD: NONE DETECTED TAPING MUD: 2% CHRYSOTILE ASBESTOS TAPE: NONE DETECTED	
Client #:	BA-02-01	BASEBOARD: NONE DETECTED ADHESIVE: NONE DETECTED	NFM: BINDER, OTHER, MISCELLANEOUS.
Micro #: 208911-02	Analyst: AF BASEBOARD / ADHESIVE		
Client #:	SV-03-01	SHEET VINYL: NONE DETECTED MASTIC (GRAY): NONE DETECTED	NFM: BINDER, OTHER, MISCELLANEOUS.
Micro #: 208911-03	Analyst: AF SHEET VINYL		
Client #:	TC-04-01	TEXTURE: 2% CHRYSOTILE ASBESTOS PAINT: NONE DETECTED	10% CELLULOSE NFM: CARBONATE, MISC. PARTICLES
Micro #: 208911-04	Analyst: AF TEXTURE COMPOUND		
Client #:	TC-04-02	NOT ANALYZED (PRIOR POSITIVE)	NFM:
Micro #: 208911-05	Analyst: TEXTURE COMPOUND		

Technical Supervisor:

Gamini Ranatunga, Ph.D.

7/24/2015

Date Reported

NVLAP Lab Code 101872-0, CA ELAP Certification #1037. Analyses use Polarized Light Microscopy (PLM), Micro Analytical SOP PLM-101. Basic techniques follow the EPA Interim Method for Bulk Insulation Samples (1982), and EPA-600/R93-116 (1993). The 1993 method covers all types of bulk materials and is based on the 1982 Method, with improved analytical techniques for layered samples as required for NESHAP compliance. Asbestos is quantified by calibrated visual estimation. Detection limit is material dependent. Detection of asbestos traces (much less than 1%) may not be reliable or reproducible by PLM. Weight % cannot be determined by PLM. Asbestos with diameter below ~1 µm may not be detected by PLM. Absence of asbestos in dust, debris, and some compact materials, including floor tiles, cannot be conclusively established by PLM, and should be confirmed by Transmission Electron Microscopy (TEM). Interferences may prevent detection of small asbestos fibers, and hinder determination of some optical properties. Tremolite-asbestos or actinolite-asbestos may be indistinguishable by PLM from some similar, non-regulated amphiboles (e.g. the "Libby Amphiboles" richterite and winchite), and should be confirmed by TEM. The lower quantitation limit (reporting limit) of PLM estimation is 1%. The Cal-OSHA definition of asbestos-containing construction material is 0.1% asbestos; however, reliable determination of asbestos percent at this level cannot be done by PLM estimation; PLM Point Counting or TEM weight percent analysis are recommended. Only dominant non-asbestos materials (fibrous and non-fibrous) are listed. This analysis shall not be construed as conclusive for any reported materials other than asbestos. Sample heterogeneity is indicated by listing more than one distinct layer or material on the report. If more than one distinct sample is received in the same container, samples shall be marked with letters and analyzed separately. Layers within a sample are analyzed separately when feasible; if asbestos is detected, percentages are reported for individual layers. Interlayer contamination is possible among any layers in a sample. The notation ND (or "NONE DETECTED") indicates a result of "NO ASBESTOS DETECTED" in a homogeneous sample, or in all layers of a heterogeneous sample. Composite asbestos percentages from multiple layers are applicable only to wallboard / joint compound systems; compositing is based on customers' descriptions of material as "joint compound". Customers are solely responsible for identification and description of bulk materials listed on field forms. Laboratory descriptions may differ from those given by customers. Quality Control (QC): all results have been determined to be within acceptance limits prior to reporting. Samples that were reanalyzed are denoted by two sets of analyst initials. Unless otherwise stated herein, all samples were received in acceptable condition for analysis. This report must not be used to claim product endorsement by NIST or any U.S. Government agency. This report shall not be reproduced except in full, without the approval of Micro Analytical Laboratories, Inc., and pertains only to the samples analyzed. NFM = Non-fibrous materials.

MICRO ANALYTICAL LABORATORIES, INC.
BULK ASBESTOS ANALYSIS - POLARIZED LIGHT MICROSCOPY (PLM)



1075
 Chris Yama
 A.C.C. Environmental Consultants
 7977 Capwell Drive, Suite 100
 Oakland, CA 94621

PROJECT:
JOB NO. 2039-032.00
1619 HARRISON STREET
OAKLAND, CA

Micro Log In **208911**
 Total Samples 11
 Date Sampled 07/24/2015
 Date Received 07/24/2015
 Date Analyzed 07/24/2015

SAMPLE IDENTIFICATION	ASBESTOS INFORMATION QUANTITY (AREA %) / TYPES / LAYERS / DISTINCT SAMPLES	DOMINANT OTHER MATERIALS
Client #: TC-04-03 Micro #: 208911-06 Analyst: TEXTURE COMPOUND	NOT ANALYZED (PRIOR POSITIVE)	NFM:
Client #: BA-05-01 Micro #: 208911-07 Analyst: AF AF BASEBOARD / ADHESIVE	BASEBOARD: NONE DETECTED ADHESIVE: NONE DETECTED	NFM: BINDER, OTHER, MISCELLANEOUS.
Client #: SV-06-01 Micro #: 208911-08 Analyst: AF SHEET VINYL	NONE DETECTED	NFM: BINDER, OTHER, MISCELLANEOUS.
Client #: CT-07-01 Micro #: 208911-09 Analyst: AF CEILING TILE	CEILING TILE: NONE DETECTED COATING (WHITE): NONE DETECTED	35 % CELLULOSE 15 % FIBROUS GLASS NFM: ROCK FRAGMENTS, CARBONATE, BINDER
Client #: BA-08-01 Micro #: 208911-10 Analyst: AF BASEBOARD / ADHESIVE	BASEBOARD: NONE DETECTED MASTIC (BROWN): < 1% CHRYSOTILE ASBESTOS	NFM: BINDER, OTHER, MISCELLANEOUS.

Technical Supervisor: 

Gamini Ranatunga, Ph.D.

7/24/2015

Date Reported

NVLAP Lab Code 101872-0_CA ELAP Certification #1037. Analyses use Polarized Light Microscopy (PLM), Micro Analytical SOP PLM-101. Basic techniques follow the EPA Interim Method for Bulk Insulation Samples (1982), and EPA-600/R93-116 (1993). The 1993 method covers all types of bulk materials and is based on the 1982 Method, with improved analytical techniques for layered samples as required for NESHAP compliance. Asbestos is quantified by calibrated visual estimation. Detection limit is material dependent. Detection of asbestos traces (much less than 1%) may not be reliable or reproducible by PLM. Weight % cannot be determined by PLM. Asbestos with diameter below ~1 µm may not be detected by PLM. Absence of asbestos in dust, debris, and some compact materials, including floor tiles, cannot be conclusively established by PLM, and should be confirmed by Transmission Electron Microscopy (TEM). Interferences may prevent detection of small asbestos fibers, and hinder determination of some optical properties. Tremolite-asbestos or actinolite-asbestos may be indistinguishable by PLM from some similar, non-regulated amphiboles (e.g. the "Libby Amphiboles" richterite and winchite), and should be confirmed by TEM. The lower quantitation limit (reporting limit) of PLM estimation is 1%. The Cal-OSHA definition of asbestos-containing construction material is 0.1% asbestos; however, reliable determination of asbestos percent at this level cannot be done by PLM estimation; PLM Point Counting or TEM weight percent analysis are recommended. Only dominant non-asbestos materials (fibrous and non-fibrous) are listed. This analysis shall not be construed as conclusive for any reported materials other than asbestos. Sample heterogeneity is indicated by listing more than one distinct layer or material on the report. If more than one distinct sample is received in the same container, samples shall be marked with letters and analyzed separately. Layers within a sample are analyzed separately when feasible; if asbestos is detected, percentages are reported for individual layers. Interlayer contamination is possible among any layers in a sample. The notation ND (or "NONE DETECTED") indicates a result of "NO ASBESTOS DETECTED" in a homogeneous sample, or in all layers of a heterogeneous sample. Composite asbestos percentages from multiple layers are applicable only to wallboard / joint compound systems; compositing is based on customers' descriptions of material as "joint compound". Customers are solely responsible for identification and description of bulk materials listed on field forms. Laboratory descriptions may differ from those given by customers. Quality Control (QC): all results have been determined to be within acceptance limits prior to reporting. Samples that were reanalyzed are denoted by two sets of analyst initials. Unless otherwise stated herein, all samples were received in acceptable condition for analysis. This report must not be used to claim product endorsement by NIST or any U.S. Government agency. This report shall not be reproduced except in full, without the approval of Micro Analytical Laboratories, Inc., and pertains only to the samples analyzed. NFM = Non-fibrous materials.

MICRO ANALYTICAL LABORATORIES, INC.
BULK ASBESTOS ANALYSIS - POLARIZED LIGHT MICROSCOPY (PLM)



1075
 Chris Yama
 A.C.C. Environmental Consultants
 7977 Capwell Drive, Suite 100
 Oakland, CA 94621

PROJECT:
JOB NO. 2039-032.00
1619 HARRISON STREET
OAKLAND, CA

Micro Log In **208911**
 Total Samples 11
 Date Sampled 07/24/2015
 Date Received 07/24/2015
 Date Analyzed 07/24/2015

ASBESTOS INFORMATION

SAMPLE IDENTIFICATION

QUANTITY (AREA %) / TYPES / LAYERS / DISTINCT SAMPLES

DOMINANT
OTHER MATERIALS

Client #:	FA-09-01		
Micro #: 208911-11	Analyst: AF	TILE: 2% CHRYSOTILE ASBESTOS MASTIC (BLACK): NONE DETECTED	
FLOOR TILE / ADHESIVE			NFM: SYNTHETIC MATERIAL, CARBONATE, ADHESIVE.

Technical Supervisor:

Gamini Ranatunga, Ph.D.

7/24/2015

Date Reported

NVLAP Lab Code 101872-0, CA ELAP Certification #1037. Analyses use Polarized Light Microscopy (PLM), Micro Analytical SOP PLM-101. Basic techniques follow the EPA Interim Method for Bulk Insulation Samples (1982), and EPA-600/R93-116 (1993). The 1993 method covers all types of bulk materials and is based on the 1982 Method, with improved analytical techniques for layered samples as required for NESHAP compliance. Asbestos is quantified by calibrated visual estimation. Detection limit is material dependent. Detection of asbestos traces (much less than 1%) may not be reliable or reproducible by PLM. Weight % cannot be determined by PLM. Asbestos with diameter below ~1 µm may not be detected by PLM. Absence of asbestos in dust, debris, and some compact materials, including floor tiles, cannot be conclusively established by PLM, and should be confirmed by Transmission Electron Microscopy (TEM). Interferences may prevent detection of small asbestos fibers, and hinder determination of some optical properties. Tremolite-asbestos or actinolite-asbestos may be indistinguishable by PLM from some similar, non-regulated amphiboles (e.g. the "Libby Amphiboles" richterite and winchite), and should be confirmed by TEM. The lower quantitation limit (reporting limit) of PLM estimation is 1%. The Cal-OSHA definition of asbestos-containing construction material is 0.1% asbestos; however, reliable determination of asbestos percent at this level cannot be done by PLM estimation; PLM Point Counting or TEM weight percent analysis are recommended. Only dominant non-asbestos materials (fibrous and non-fibrous) are listed. This analysis shall not be construed as conclusive for any reported materials other than asbestos. Sample heterogeneity is indicated by listing more than one distinct layer or material on the report. If more than one distinct sample is received in the same container, samples shall be marked with letters and analyzed separately. Layers within a sample are analyzed separately when feasible; if asbestos is detected, percentages are reported for individual layers. Interlayer contamination is possible among any layers in a sample. The notation ND (or "NONE DETECTED") indicates a result of "NO ASBESTOS DETECTED" in a homogeneous sample, or in all layers of a heterogeneous sample. Composite asbestos percentages from multiple layers are applicable only to wallboard / joint compound systems; compositing is based on customers' descriptions of material as "joint compound". Customers are solely responsible for identification and description of bulk materials listed on field forms. Laboratory descriptions may differ from those given by customers. Quality Control (QC): all results have been determined to be within acceptance limits prior to reporting. Samples that were reanalyzed are denoted by two sets of analyst initials. Unless otherwise stated herein, all samples were received in acceptable condition for analysis. This report must not be used to claim product endorsement by NIST or any U.S. Government agency. This report shall not be reproduced except in full, without the approval of Micro Analytical Laboratories, Inc., and pertains only to the samples analyzed. NFM = Non-fibrous materials.

RUSH

Bulk Sample Chain of Custody Form v042312

Project Number / PO: 2039-032-00
 Building Name: 1619 Harrison St., Oakland
 Building Address: _____
 Site/Bldg ID#: _____

ACC Environmental Consultants, Inc.

Northern California: 7977 Capwell Drive, Suite 100 • Oakland, CA 94621
 (510) 638-8400 Fax: (510) 638-8404
 Southern California: 1055 Wilshire Blvd., Suite 1450 • Los Angeles, CA 90017
 (213) 353-1240 Fax: (213) 353-1244

Sampled By: Ramon Chia



Page 1 of 1
208911

Sample Date: 07/24/2015

Material Code	Sample ID	NHS	Sample Number	Lab	Material Description / Sample Location	Sample Measurement		Results
						sq. in	sq. cm	
JC	01		01	Micro	Gypsum / taping			
BA	02		01		Baseboard / adhesive			
SV	03		01		Sheet vinyl			
TC	04		01		Texture compound			
			02					
			03					
BA	05		01		Baseboard / adhesive			
SV	06		01		Sheet vinyl			
CT	07		01		Ceiling tile			
BA	08		01		Baseboard / adhesive			
PA	09		01		Floor tile / adhesive			

1 2 3 4 5 6 7 8 9 10 11

Turn Around Time: Rush 3hr 4hr 8hr 12hr 24hr 3d 5d Other: _____

Analyze to 1st Positive: Yes No Analyze to 1st Positive Layer (win HM# Sel): Yes No

Analysis: PLM Standard PLM Point Count (400) PLM Point Count (1000) TEM Qual TEM Quant

Lead PCBs (Aroclor only) Fungi (Direct Exam) Particulate Characterization (Direct Exam) Bacteria
 Other: _____

Transfer Results Electronically? Yes No email address: chris.yama@accenv.com

Attention: Chris Yama Alt. Fax Number: _____

Special Instructions: _____

Relinquished By: Ramon Chia
 Date/Time: 07/24/2015
 Courier Name: _____
 Tracking #: _____

For Lab Use:
 Received By: _____
 Date/Time: 7/24/15 11:52
 Laboratory: _____
 Sealed Condition: Yes No

MICRO ANALYTICAL LABORATORIES, INC.



Air Sample Analysis - Non-Viable Spore Trap Report

1075

Chris Yama

A.C.C. Environmental Consultants
7977 Capwell Drive, Suite 100
Oakland, CA 94621

PROJECT:

JOB NO. 2039-032.00
1619 HARRISON STREET
OAKLAND, CA

Micro Log In **208910**

Total Samples 3

Date Sampled 7/24/2015

Date Received 7/24/2015

Date Analyzed 7/24/2015

Sample ID Number	208910-01		208910-02		208910-03			
Sample Description	1250374 3RD FLOOR LAUNDRY ROOM		1250362 2ND FLOOR RECORDS STORAGE E		1349373 OUTSIDE OF FRONT ENTRANCE			
Volume (Liters)	75.0		75.0		75.0			
Spore Type	Count	Spores / m ³	Count	Spores / m ³	Count	Spores / m ³	Count	Spores / m ³
<i>Alternaria</i>								
<i>Arthrinium</i>								
<i>Ascospores</i>					1	13		
<i>Basidiospores</i>	16	213			3	40		
<i>Botrytis</i>								
<i>Chaetomium</i>	64	853						
<i>Cladosporium</i>	12	160			4	53		
<i>Curvularia</i>								
<i>Drechslera / Bipolaris</i>								
<i>Epicoccum</i>								
<i>Fusarium</i>								
<i>Nigrospora</i>								
<i>Oidium</i>								
<i>Penicillium / Aspergillus</i>	1,048	13,973	1	13	10	133		
<i>Pithomyces</i>								
<i>Rusts</i>	4	53						
<i>Smuts, Periconia, Myxo.</i>								
<i>Stachybotrys</i>								
<i>Stemphylium</i>								
<i>Torula</i>								
<i>Ulocladium</i>			1	13				
<i>Unidentifiable</i>								
Total Spores / m³		15253		27		240		
Comments:	AS = 53 spores/m3.		AS = 13 spores/m3.		AS = 13 spores/m3.			

Microbiology Manager:

Naesha Kashani, Ph.D.

7/24/2015
Date Reported

Analysts: NK NK NK

AIHA EMLAP ACCREDITATION ID #101768. Samples are analyzed by light microscopy, using Micro Analytical Laboratories SOP F19-7. Explanations: 1) Spore count is calculated using fraction of the sample trace analyzed. The actual number of spores on the sample trace may vary. 2) Spores per m3 are extrapolated based on spore counts. The actual number may vary depending on chosen traverse and the fraction of sample analyzed. 3) The genera Aspergillus and Penicillium are placed in the same category. Spores of these fungi and others such as Gliocladium have little size variability and few distinguishing features. 4) A spore is unidentifiable when its morphological features are insufficient for conclusive identification. 5) Although spores are assumed to be randomly distributed on the sample trace, scarce spores may be present but not countable if not within the chosen traverse. 6) This analysis does not evaluate background debris; however, high levels of background particulates can obscure small spores (e.g., Penicillium / Aspergillus) and bias counts. Unless otherwise indicated on this report, all required Quality Control samples have been determined to be in control prior to releasing these results. Unless otherwise stated in this report, all samples were received in acceptable condition for analysis. This report must not be reproduced except in full, without the approval of Micro Analytical Laboratories, Inc., and pertains only to the samples analyzed. Micro Analytical Laboratories, Inc. shall not be responsible for clients' deviations from any prescribed sampling parameters. Air volumes are based on client data. The lab's verifiability of results is limited to spore counts. N/A = not applicable. Myxo = Myxomycetes. Results of ND (No Spores Detected) are reported as less than (<) the Analytical Sensitivity (AS), which is the concentration calculated from the lowest possible raw count, i.e. 1 spore. The Practical Quantitation Limit (PQL) is approximately four times the analytical sensitivity. Results are field-blank corrected where applicable.



7977 Capwell Drive, Suite 100
 Oakland, California 94621
 (510) 638-8400
 FAX: (510) 638-8404

Oakland • Los Angeles • Sacramento • Seattle

RUSH

Please Report results as follows:

Verbals / Fax By: Chris Yama AM PM Date: _____
 Phone / Fax / Pager Number: Cyama@accenv.com
 Turn Around Time: 24 HR 12HR 24HR 48HR EXT
 Hard Copies By: _____
 Report Number: _____

AIR SAMPLE ANALYSIS REQUEST FORM

208910

Job Name: 1619 Harrison St. Oakland
 Job #: 2089-032.00 Collected By: Ramon Chua
 Job Operations: Normal
 Site Conditions: Clean
 Notes: _____

Analysis Requested
 Non-viable Fungi
 Nuisance Dust
 TVOC
 HPLC
 GC/MS
 Metals: _____
 Other: _____

Filter Medium: Filter Paper-376
 MCE: _____
 PVC: _____
 Matched Weight: _____
 Absorbent Tubes: Air-O-Cell
 Other: _____

PCM: NIOSH Method 7400
 TEM: AHERA Level II NIOSH 7402
 AA: Flame Furnace
 ICP: _____

Sample Number	Lab ID Number	Date Collected	Type*	LPM On LPM Off	AVG	Time On Time Off	Total Time (in Minutes)	Total Volume (Liters of Air)	Sample Location / Description	Results <small>(Use of Mission)</small>
1250374	1	07/24/15		15.0 15.0	15.0	9:19 am 9:24 am	5	75	3rd floor laundry room	
1250362	2			15.0 15.0	15.0	10:08 am 10:13 am	5	75	2nd floor records storage E	
1349373	3			15.0 15.0	15.0	10:41 am 10:46 am	5	75	Outside at front entrance	

Revised By: Ramon Chua
 Samples Released By: _____
 Samples Released By: _____
 Samples Released By: _____
 Laboratory Performing Analysis: Micas
 Date: _____
 Date: 7/24/15
 Date: _____
 Time: _____
 Time: 11:52
 Time: _____

*Type
 B = Background
 C = Clearance
 D = Daily
 P = Personal



Bulk Asbestos Analysis

(EPA Method 600/R-93-116, Visual Area Estimation)

ACC Environmental Consultants
Chris Yama
7977 Capwell Dr., Suite 100

Oakland, CA 94621

Client ID: 1117
Report Number: B241071
Date Received: 06/12/17
Date Analyzed: 06/15/17
Date Printed: 06/15/17
First Reported: 06/15/17

Job ID/Site: 2039-041.00 - Oakland Housing Authority Main Office, 1st and 2nd Floor
Renovation Project, 1619 Harrison St., Oakland, CA

FALI Job ID: 1117
Total Samples Submitted: 49
Total Samples Analyzed: 39

Date(s) Collected: 06/09/2017

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
JC-1-2	11901580						
Layer: White Drywall			ND				
Layer: Off-White Joint Compound		Chrysotile	2 %				
Total Composite Values of Fibrous Components:		Asbestos (Trace)					
Cellulose (20 %) Fibrous Glass (10 %)							
JC-1-3	11901581	Comment: Sample not analyzed due to prior positive result in series.					
JC-1-4	11901582	Comment: Sample not analyzed due to prior positive result in series.					
JC-1-5	11901583	Comment: Sample not analyzed due to prior positive result in series.					
TC-4-4	11901584						
Layer: White Semi-Fibrous Material		Chrysotile	5 %				
Total Composite Values of Fibrous Components:		Asbestos (5%)					
TC-4-5	11901585	Comment: Sample not analyzed due to prior positive result in series.					
TC-4-6	11901586	Comment: Sample not analyzed due to prior positive result in series.					
TC-4-7	11901587	Comment: Sample not analyzed due to prior positive result in series.					
CT-7-2	11901588						
Layer: Yellow Fibrous Material			ND				
Layer: White Coating			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Fibrous Glass (95 %)							
BA-8-2	11901589						
Layer: Brown Adhesive			ND				
Layer: Paint			ND				
Layer: White Skimcoat/Joint Compound		Chrysotile	Trace				
Total Composite Values of Fibrous Components:		Asbestos (Trace)					

Client Name: ACC Environmental Consultants

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
FA-9-2	11901590						
Layer: Off-White Tile		Chrysotile	2 %				
Layer: Black Adhesive			ND				
Total Composite Values of Fibrous Components:		Asbestos (2%)					
Cellulose (Trace)							
FA-9-3	11901591						
Comment: Sample not analyzed due to prior positive result in series.							
FA-9-4	11901592						
Comment: Sample not analyzed due to prior positive result in series.							
CA-10-1	11901593						
Layer: Yellow Adhesive			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
CA-10-2	11901594						
Layer: Yellow Adhesive			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
TG-11-1	11901595						
Layer: Brown/White Grout			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
TG-11-2	11901596						
Layer: Brown Ceramic Tile			ND				
Layer: Grey Cementitious Material			ND				
Layer: Brown Grout			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (5 %)							
DT-12-1	11901597						
Layer: White Tape			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Synthetic (80 %)							
CT-13-1	11901598						
Layer: White Fibrous Material			ND				
Layer: White Coating			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Fibrous Glass (95 %)							
CT-13-2	11901599						
Layer: White Fibrous Material			ND				
Layer: White Coating			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Fibrous Glass (95 %)							

Client Name: ACC Environmental Consultants

Report Number: B241071

Date Printed: 06/15/17

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
CA-14-1	11901600						
Layer: Green Adhesive			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
CA-14-2	11901601						
Layer: Green Adhesive			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
TG-15-1	11901602						
Layer: Grey Grout			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
SA-16-1	11901603						
Layer: White Non-Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
SA-16-2	11901604						
Layer: White Non-Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
SA-16-3	11901605						
Layer: White Non-Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
AD-17-1	11901606						
Layer: Green Adhesive			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
AD-18-1	11901607						
Layer: Black Adhesive			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
TG-19-1	11901608						
Layer: Grey Grout			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
FA-20-1	11901609						
Layer: White Tile		Chrysotile	2 %				
Layer: Black Mastic			ND				
Total Composite Values of Fibrous Components:		Asbestos (2%)					
Cellulose (Trace)							
FA-20-2	11901610						
Comment: Sample not analyzed due to prior positive result in series.							

Report Number: B241071

Date Printed: 06/15/17

Client Name: ACC Environmental Consultants

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
FA-21-1	11901611						
Layer: Grey Tile		Chrysotile	Trace				
Layer: Yellow Mastic			ND				
Total Composite Values of Fibrous Components:		Asbestos (Trace)					
Cellulose (Trace)							
FA-21-2	11901612						
Comment: Sample not analyzed due to prior positive result in series.							
FA-22-1	11901613						
Layer: Grey Tile			ND				
Layer: Yellow Mastic			ND				
Layer: Dark Grey Tile			ND				
Layer: Yellow Mastic			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
Comment: Bulk complex sample.							
FA-22-2	11901614						
Layer: Grey Tile			ND				
Layer: Yellow Mastic			ND				
Layer: Dark Grey Tile			ND				
Layer: Yellow Mastic			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
Comment: Bulk complex sample.							
CA-23-1	11901615						
Layer: Yellow Adhesive			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
CA-23-2	11901616						
Layer: Yellow Adhesive			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
FA-24-1	11901617						
Layer: Tan Tile			ND				
Layer: Yellow Adhesive			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
FA-24-2	11901618						
Layer: Tan Tile			ND				
Layer: Yellow Mastic			ND				
Layer: Brown Tile			ND				
Layer: Yellow Mastic			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
Comment: Bulk complex sample.							

Client Name: ACC Environmental Consultants

Report Number: B241071

Date Printed: 06/15/17

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
FA-25-1	11901619						
Layer: Brown Tile			ND				
Layer: Yellow Adhesive			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
FA-26-1	11901620						
Layer: Off-White Tile		Chrysotile	2 %				
Layer: Black Mastic			ND				
Total Composite Values of Fibrous Components:		Asbestos (2%)					
Cellulose (Trace)							
FA-27-1	11901621						
Layer: Grey Tile			ND				
Layer: Black Mastic			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
FA-27-2	11901622						
Layer: Grey Tile			ND				
Layer: Black Mastic			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
CK-28-1	11901623						
Layer: Grey Non-Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
CK-28-2	11901624						
Layer: Grey Non-Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
TG-29-1	11901625						
Layer: Brown Ceramic Tile			ND				
Layer: Grey Grout			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
TG-29-2	11901626						
Layer: Brown Ceramic Tile			ND				
Layer: Grey Grout			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
MI-30-1	11901627						
Layer: Grey Cementitious Material			ND				
Layer: Black Non-Fibrous Material			ND				
Layer: Grey Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Fibrous Glass (5 %)							

Client Name: ACC Environmental Consultants

Report Number: B241071

Date Printed: 06/15/17

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
MI-30-2	11901628						
Layer: Black Semi-Fibrous Material				ND			
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Fibrous Glass (10 %)							



Tad Thrower, Laboratory Supervisor, Hayward Laboratory

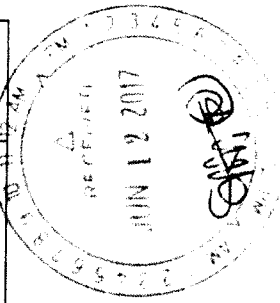
Note: Limit of Quantification ('LOQ') = 1%. 'Trace' denotes the presence of asbestos below the LOQ. 'ND' = 'None Detected'.

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BULK SAMPLE CHAIN-OF-CUSTODY

Report to:	Chris Yama	Email: cyama@accenv.com	Phone Number: (510) 773-7285	Turnaround Time: 3-Day
Project Name:	Oakland Housing Authority Main Office, 1 st and 2 nd Floor Renovation Project			
Project Address:	1619 Harrison St., Oakland, CA			
Project Number:	2039-041.00	✓ PLM: Standard	TEM: Qualitative	PCB's: (Arochlors Only)
Collected by:	Chris Yama CAC #98-2356, Rachael Gehrman, CSST #16-5610, CLST #28090	PLM: 400 Point Count	TEM: Quantitative	PCB's: (Arochlors & Congeners)
Date Collected:	June 9, 2017	PLM: 1,000 Point Count	Lead	Fungi: Direct Exam
Comments:	Continuation of a Limited Survey for Mold Investigation (2015)			
Sample ID	Material Description Size-Color-Pattern-Material Post-Description	Material Location Description [Quantity]	Sample Location	Size
JC-1-2	Gypsum Wallboard w/ Joint Compound	1 st and 2 nd Floors, Interiors, Throughout Building, All Walls and Partial Ceilings (69,500 SF)	1 st Floor, NE End, Hallway	PLM Bulk
JC-1-3			1 st Floor, S End, Records Storage	PLM Bulk
JC 1-4			2 nd Floor, SE Corner, S Wall	PLM Bulk
JC-1-5			2 nd Floor, SW End, E Corner Wall	PLM Bulk
TC-4-4	White Texturing Compound on Ducts	1 st and 2 nd Floors, Interiors, Throughout Building, All Walls and Partial Ceilings (69,500 SF)	1 st Floor, NE End, Outside Bathroom	PLM Bulk
TC-4-5			1 st Floor, SE Corner	PLM Bulk
TC-4-6			1 st Floor, SW Corner	PLM Bulk
TC-4-7			2 nd Floor, SE Corner, S Wall	PLM Bulk
CT-7-2	2' x 4' White with Pinholes and Fissures Suspended Ceiling Tiles	1 st and 2 nd Floors, Interiors, Partial Ceilings	1 st Floor, Hallway	PLM Bulk
BA-8-2	Brown Baseboard Adhesive Behind 4" Tan Baseboard	2 nd Floor, Partial Walls	2 nd Floor, SE Corner, S Wall	PLM Bulk
FA-9-2	12" x 12" Off-White with Gray Streaks Floor Tile and Black Adhesive	2 nd Floor, Select Rooms (Mail Room and NW Center Room), Partial Floors (1,000 SF)	2 nd Floor, Mail Room, E Floor	PLM Bulk
FA-9-3			2 nd Floor, Mail Room, W Floor	PLM Bulk
FA-9-4			2 nd Floor, NW Center Room	PLM Bulk



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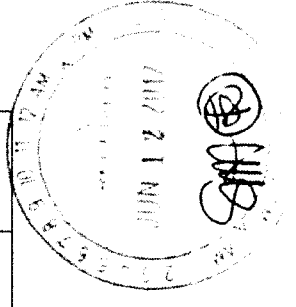


BULK SAMPLE CHAIN-OF-CUSTODY

Report to:	Chris Yama	Email:	cyama@accenv.com	Phone Number:	(510) 773-7285	Turnaround Time:	3-Day
Project Name:	Oakland Housing Authority Main Office, 1 st and 2 nd Floor Renovation Project						
Project Address:	1619 Harrison St., Oakland, CA						
Project Number:	2039-041.00	✓ PLM: Standard	TEM: Qualitative	PCB's: (Arochlors Only)	Analysis Requested		
Collected by:	Chris Yama CAC #98-2356, Rachael Gehrman, CSST #16-5610, CLST #28090	PLM: 400 Point Count	TEM: Quantitative	PCB's: (Arochlors & Congeners)	Bacteria		
Date Collected:	June 9, 2017	PLM: 1,000 Point Count	Lead	Fungi: Direct Exam	Other		

Comments: Continuation of a Limited Survey for Mold Investigation (2015)

Sample ID	Material Description <small>Size-Color Pattern-Material-Post-Description</small>	Material Location Description <small>(Quantity)</small>	Sample Location	Size
CA-10-1	Adhesive for Yellow Carpet Tiles	2 nd Floor, Partial Floors	2 nd Floor, NE Corner, Eric Johnson's Office	PLM Bulk
CA-10-2			2 nd Floor, NE Corner, Eric Johnson's Office	PLM Bulk
TG-11-1	Tile Grout 12" x 12" Brown Ceramic Tile	1 st and 2 nd Floors, Bathrooms, Partial Walls and Floors (2,600 SF)	2 nd Floor, Bathroom	PLM Bulk
TG-11-2			1 st Floor, Bathroom	PLM Bulk
DT-12-1	Canvas Duct Tape	Throughout Building, Partial Ducts	1 st Floor, Hallway	PLM Bulk
CT-13-1	2' x 4' White Textured Ceiling Tiles	1 st Floor, Partial Ceilings	1 st Floor, SW Corner	PLM Bulk
CT-13-2			1 st Floor, SW Corner	PLM Bulk
CA-14-1	Green Adhesive for 2' x 2' Carpet Tiles	Throughout Building, Partial Floors	1st Floor, SW End, Center Floor	PLM Bulk
CA-14-2			1 st Floor, SW Corner Room, Center Floor	PLM Bulk
TG-15-1	Gray Tile Grout for 8" x 4" Ceramic Brick	1 st Floor, Front Lobby, Partial Floors (800 SF)	1 st Floor, Lobby, N Floor	PLM Bulk
SA-16-1	"Popcorn" Ceiling Texture	1 st Floor, Front Lobby, Partial Ceilings (800 SF)	1 st Floor, Lobby, W Ceiling	PLM Bulk
SA-16-2			1 st Floor, Lobby, N Ceiling	PLM Bulk
SA-16-3			1 st Floor, Lobby Ceiling	PLM Bulk

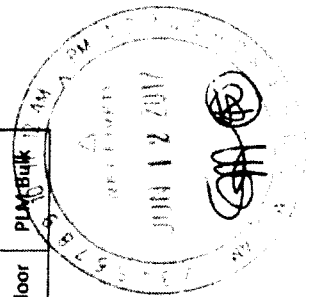


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BULK SAMPLE CHAIN-OF-CUSTODY

Report to: Chris Yama		Email: cyama@accenv.com		Phone Number: (510) 773-7285		Turnaround Time: 3-Day	
Project Name: Oakland Housing Authority Main Office, 1 st and 2 nd Floor Renovation Project							
Project Address: 1619 Harrison St., Oakland, CA							
Project Number: 2039-041.00		✓ PLM: Standard		TEM: Qualitative		PCB's: (Arochlors Only)	
Collected by: Chris Yama CAC #98-2356, Rachael Gehrman, CSST #16-5610, CLST #28090		PLM: 400 Point Count		TEM: Quantitative		PCB's: (Arochlors & Congeners)	
Date Collected: June 9, 2017		PLM: 1,000 Point Count		Lead		Fungi: Direct Exam	
Comments: Continuation of a Limited Survey for Mold Investigation (2015)		Stop at 1 st Positive Per Sample Layer		Analysis Requested			
Sample ID	Material Description Size-Color-Pattern-Material-Post Description	Material Location Description [Quantity]	Sample Location	Size			
AD-17-1	Green Adhesive Concrete Crack Filler	1 st and 2 nd Floor, Partial Floors (100 SF)	1 st Floor, S Center Floor	PLM Bulk			
AD-18-1	Black Adhesive	1 st and 2 nd Floors, On Beams (500 LF)	1 st Floor, SW Center Room, E End	PLM Bulk			
TG-19-1	Gray Tile Grout for Brick	2 nd Floor, Lobby, Partial Floor	2 nd Floor, Lobby	PLM Bulk			
FA-20-1	12" x 12" Off-White Floor Tile w/ Gray Streaks and Black Mastic	2 nd Floor, IT Rooms, Partial Floors (130 SF)	2 nd Floor, SW End, Center Room	PLM Bulk			
FA-20-2			2 nd Floor, SW End, S Center Room	PLM Bulk			
FA-21-1	12" x 12" Black Floor Tile with Yellow Mastic	2 nd Floor, Hallway and Director's Closet, Partial Floors	2 nd Floor, SE Hallway	PLM Bulk			
FA-21-2			2 nd Floor, Executive Director's Closet, Floor	PLM Bulk			
FA-22-1	12" x 12" Gray Streaked Floor Tile with Yellow Mastic and Underlying Black Floor Tile with Mastic	E Center Elevators, Floors	SE Elevator, S Floor	PLM Bulk			
FA-22-2			NW Elevator, S Floor	PLM Bulk			
CA-23-1	Yellow Carpet Adhesive for Blue and Gray Carpet	1 st Floor, Front Lobby, Partial Floors	1 st Floor, S End of Lobby	PLM Bulk			
CA-23-2			1 st Floor, NW Center of Lobby	PLM Bulk			
FA-24-1	12" x 12" Tan Floor Tile with Yellow Adhesive	2 nd Floor, IT Rooms, Partial Floor (72 SF)	2 nd Floor, IT Office, SW Floor	PLM Bulk			
FA-24-2			2 nd Floor, IT Office, NE Floor	PLM Bulk			

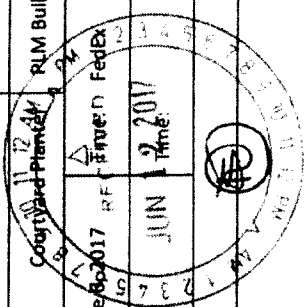


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BULK SAMPLE CHAIN-OF-CUSTODY

Report to:	Chris Yama	Email: cyama@accenv.com	Phone Number: (510) 773-7285	Turnaround Time: 3-Day
Project Name:	Oakland Housing Authority Main Office, 1 st and 2 nd Floor Renovation Project			
Project Address:	1619 Harrison St., Oakland, CA			
Project Number:	2039-041.00	✓ PLM: Standard	TEM: Qualitative	PCB's: (Arochlors Only)
Collected by:	Chris Yama CAC #98-2356, Rachael Gehrman, CSST #16-5610, CLST #28090	PLM: 400 Point Count	TEM: Quantitative	PCB's: (Arochlors & Congeners)
Date Collected:	June 9, 2017	PLM: 1,000 Point Count	Lead	Fungi: Direct Exam
Comments:	Continuation of a Limited Survey for Mold Investigation (2015)			
Sample ID	Material Description Size-Color-Pattern-Material-Post Description	Material Location Description (Quantity)	Sample Location	Size
FA-25-1	12" x 12" Red Textured Floor Tile with Yellow Adhesive	2 nd Floor, Finance, Partial Floors (400 SF)	2 nd Floor, SW Center Room, E Corner	PLM Bulk
FA-26-1	12" x 12" Off-White with Gray Streaks Floor Tile with Black Mastic	2 nd Floor, Room E, Partial Floors (72 SF)	2 nd Floor, Room E, Floor	PLM Bulk
FA-27-1	12" x 12" Light Gray Floor Tile with Black Mastic	2 nd Floor, SW Corner, Partial Floors (600 SF)	2 nd Floor, SW Room, W Corner	PLM Bulk
FA-27-2			2 nd Floor, SW Room, SW Corner	PLM Bulk
CK-28-1	Gray Exterior Caulking	Courtyard, Around Planters and Perimeter (400 SF)	Courtyard	PLM Bulk
CK-28-2			Courtyard	PLM Bulk
TG-29-1	Tile Grout for Exterior Brick	Courtyard Floor (2,200 SF)	Courtyard	PLM Bulk
TG-29-2			Courtyard	PLM Bulk
MI-30-1	Gray/Black Water Proofing inside Exterior Planters	Courtyard Planters (500 SF)	Courtyard Planter	PLM Bulk
MI-30-2			Courtyard Planter	PLM Bulk
Released by:	Rachael Gehrman	Signature: <i>Rachael Gehrman</i>	Date: June 8, 2017	REF: FIVE: D FedEx
Received by:	S. Hallister	Signature: <i>S. Hallister</i>	Date: JUN 9 2017	PLM Bulk
Laboratory Performing Analysis:	Forensic Analytical Laboratories, Inc.: 3777 Depot Road # 309, Hayward, California 94545, (510) 887-8828			



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Metals Analysis of Bulks - TTLC

ACC Environmental Consultants
Chris Yama
7977 Capwell Dr., Suite 100

Oakland, CA 94621

Client ID: 1117
Report Number: M185938
Date Received: 06/12/17
Date Analyzed: 06/14/17
Date Printed: 06/14/17
First Reported: 06/14/17

Job ID / Site: 2039-041.00, Oakland Housing Authority Main Office, 1st and 2nd Floor
Renovation Project, 1619 Harrison St., Oakland, CA

FALI Job ID: 1117

Date(s) Collected: 6/9/17

Total Samples Submitted: 4

Total Samples Analyzed: 4

Sample Number	Lab Number	Analyte	Result	Result Units	Reporting Limit*	Method Reference
PT-1	30770702	Pb	6.7	mg/kg	6.0	EPA 3050B/7000B
PT-3	30770703	Pb	< 7	mg/kg	7.0	EPA 3050B/7000B
PT-4	30770704	Pb	< 30	mg/kg	30.0	EPA 3050B/7000B
PT-5	30770705	Pb	< 6	mg/kg	6.0	EPA 3050B/7000B

* The Reporting Limit represents the lowest amount of analyte that the laboratory can confidently detect in the sample, and is not a regulatory level. The Units for the Reporting Limit are the same as the Units for the Final Results.

Daniele Siu

Daniele Siu, Laboratory Supervisor, Hayward Laboratory

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Metals Analysis of Paints

ACC Environmental Consultants
Chris Yama
7977 Capwell Dr., Suite 100

Oakland, CA 94621

Client ID: 1117
Report Number: M185939
Date Received: 06/12/17
Date Analyzed: 06/13/17
Date Printed: 06/13/17
First Reported: 06/13/17

Job ID / Site: 2039-041.00, Oakland Housing Authority Main Office, 1st and 2nd Floor
Renovation Project, 1619 Harrison St., Oakland, CA
Date(s) Collected: 6/9/17

FALI Job ID: 1117
Total Samples Submitted: 2
Total Samples Analyzed: 2

Sample Number	Lab Number	Analyte	Result	Result Units	Reporting Limit*	Method Reference
PT-2	30770706	Pb	< 0.007	wt%	0.007	EPA 3050B/7000B
PT-6	30770707	Pb	0.030	wt%	0.007	EPA 3050B/7000B

* The Reporting Limit represents the lowest amount of analyte that the laboratory can confidently detect in the sample, and is not a regulatory level. The Units for the Reporting Limit are the same as the Units for the Final Results.

Daniele Siu

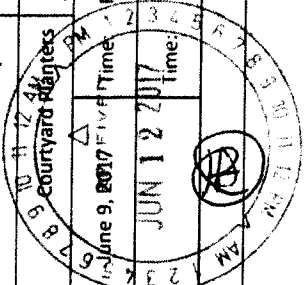
Daniele Siu, Laboratory Supervisor, Hayward Laboratory

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BULK SAMPLE CHAIN-OF-CUSTODY

Report to:	Chris Yama	Email:	cyama@accenv.com	Phone Number:	(510) 773-7285	Turnaround Time:	3-Day
Project Name:	Oakland Housing Authority Main Office, 1 st and 2 nd Floor Renovation Project						
Project Address:	1619 Harrison St., Oakland, CA						
Project Number:	2039-041.00	PLM:	Standard	TEM:	Qualitative	PCB's:	(Arochlors Only)
Collected by:	Rachael Gehrman, CSST #16-5610, CLST #28090	PLM:	400 Point Count	TEM:	Quantitative	PCB's:	(Arochlors & Congeners)
Date Collected:	June 9, 2017	PLM:	1,000 Point Count	Lead	✓	Fungi:	Direct Exam
Comments:	Continuation of a Limited Survey for Mold Investigation (2015)						
Sample ID	Material Description <small>Size-Color-Pattern-Material-Post Description</small>	Material Location Description <small>[Quantity]</small>	Sample Location	Size			
PT-1	Brown and Gray Ceramic Tile Glazy	1 st and 2 nd Floors, Interiors, Bathrooms Floors and Walls	1 st Floor, Bathroom	Bulk			
PT-2	Off-White Paint on Wallboard	1 st and 2 nd Floors, Throughout Building, Walls		Bulk			
PT-3	Brown Ceramic Bricks	1 st Floor, Front Lobby (800 SF)	1 st Floor, Front Lobby, Floor	Bulk			
PT-4	White Paint on Wood	1 st and 2 nd Floors, Interior Trim	2 nd Floor, Door Frame	Bulk			
PT-5	Red Brick	Courtyard (2,200 SF)	Courtyard	Bulk			
PT-6	Tan Exterior Paint	Exterior Walls and Concrete Planters	Courtyard Planters	Bulk			
Released by:	Rachael Gehrman	Signature:	<i>Rachael Gehrman</i>	Date:	June 9, 2017	Time:	11:30 AM
Received by:	S. Hollister	Signature:	<i>S. Hollister</i>	Date:	June 12, 2017	Time:	12:30 PM
Laboratory Performing Analysis:	Forensic Analytical Laboratories, Inc.: 3777 Depot Road # 109, Hayward, California 94545, (510) 887-8828						

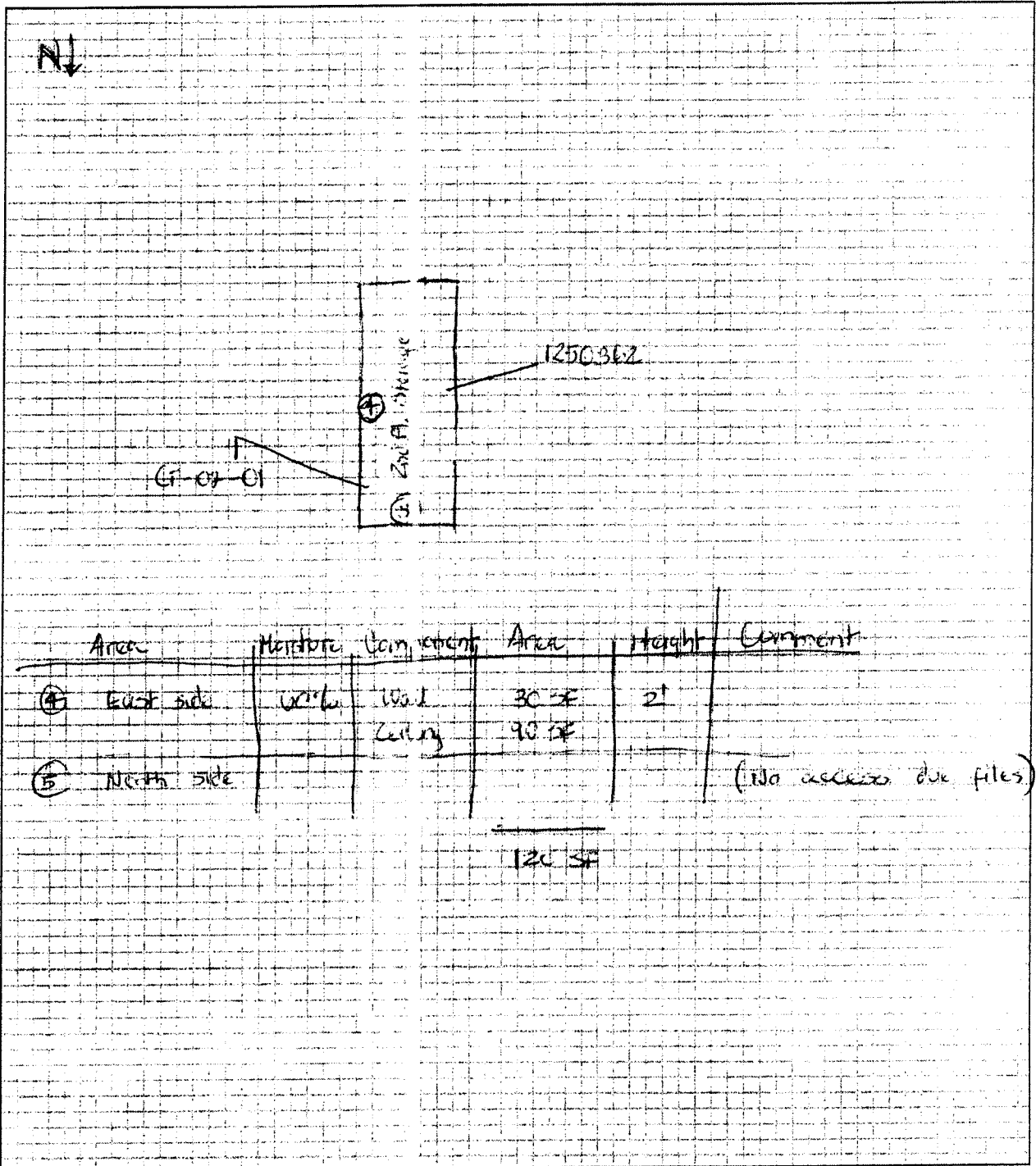


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Field Sketch

Project: 1011 Harrison St. Oakland
2nd floor Records storage E
 Date: 07/21/2015 Project #: 2039-0266 Drawn by: FL



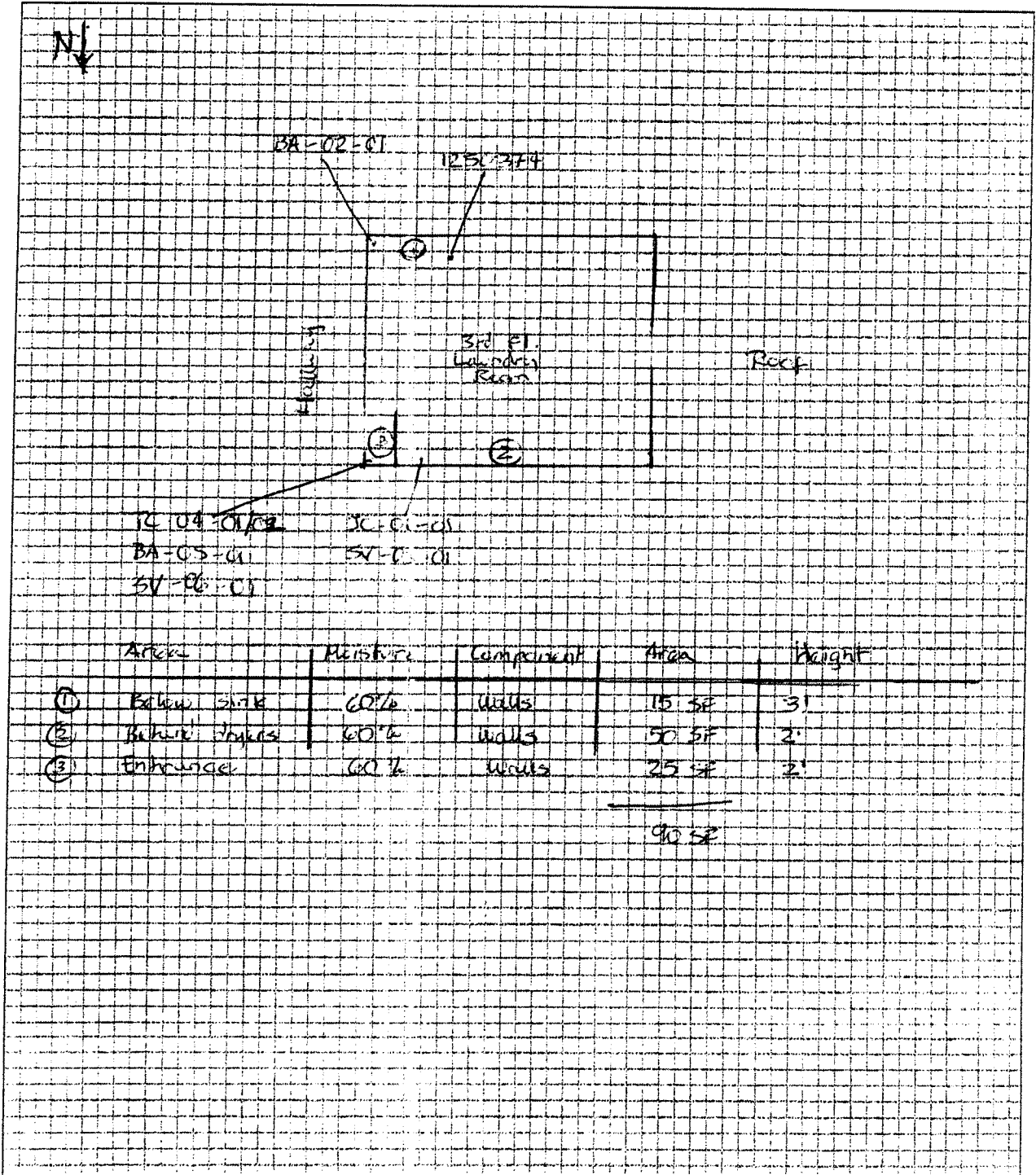


Field Sketch

Project: 1617 Harrison St. Oakland

3rd Fl. Laundry Room

Date: 07/24/2015 Project #: 2037-032 CC Drawn by: PL





1619 HARRISON STREET REMODEL
 OAKLAND HOUSING AUTHORITY
 OAKLAND, CALIFORNIA
 1619 HARRISON STREET, OAKLAND, CALIFORNIA

SCHEMATIC
 DESIGN PHASE

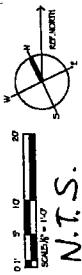
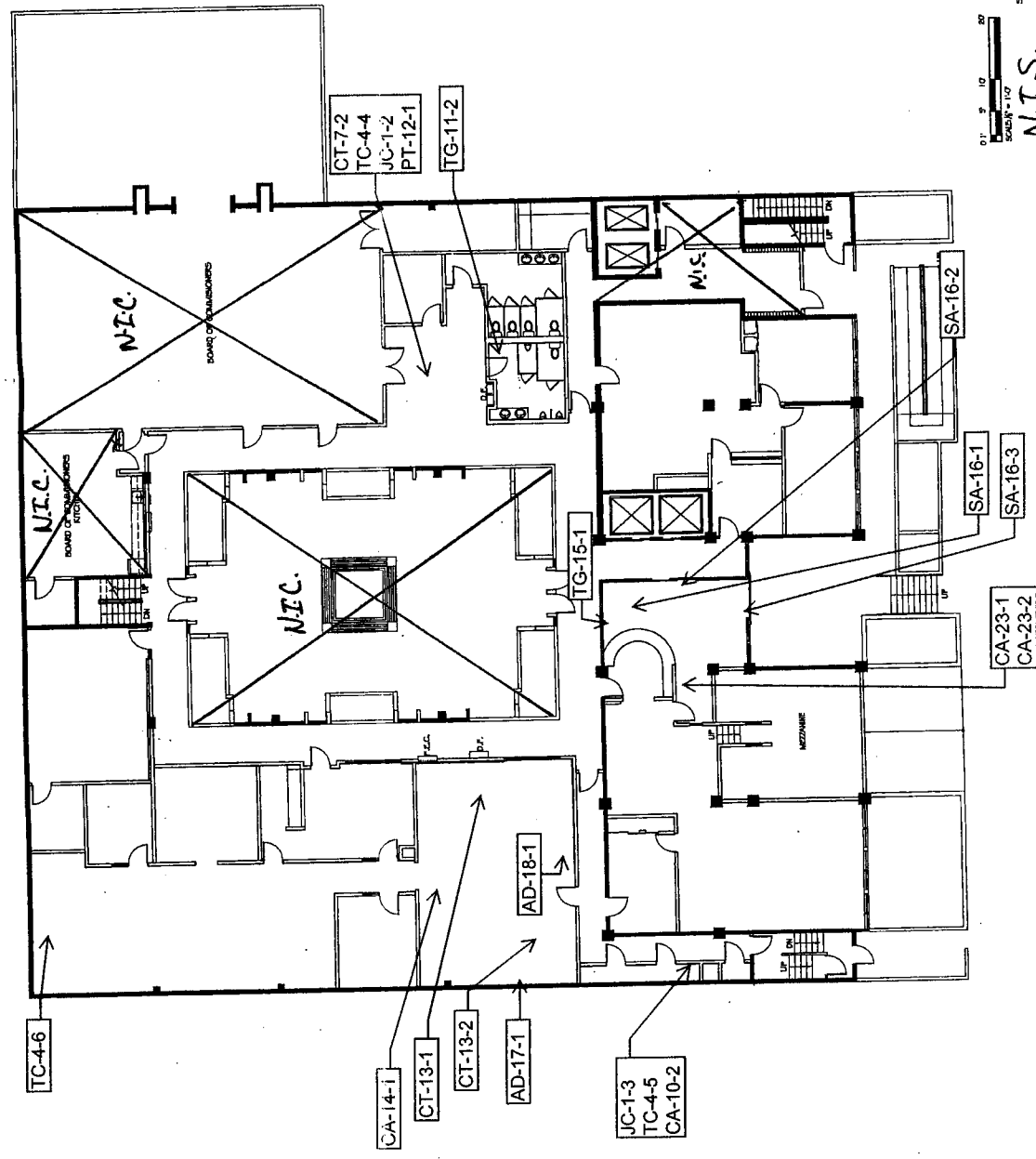
EXISTING
 FIRST FLOOR
 PLAN
 1 of 2

1	1/15/08	AS-BUILT	10/15/08
DATE	NO. OF SHEETS	DATE	BY
10/15/08	1 OF 2	10/15/08	SD-2

For Quote 04/23/17
 A.C.M. LBP
 Testing

LEGEND

	EXISTING CONCRETE CONSTRUCTION
	EXISTING PRIMARY WALLS
	EXISTING BLAZING



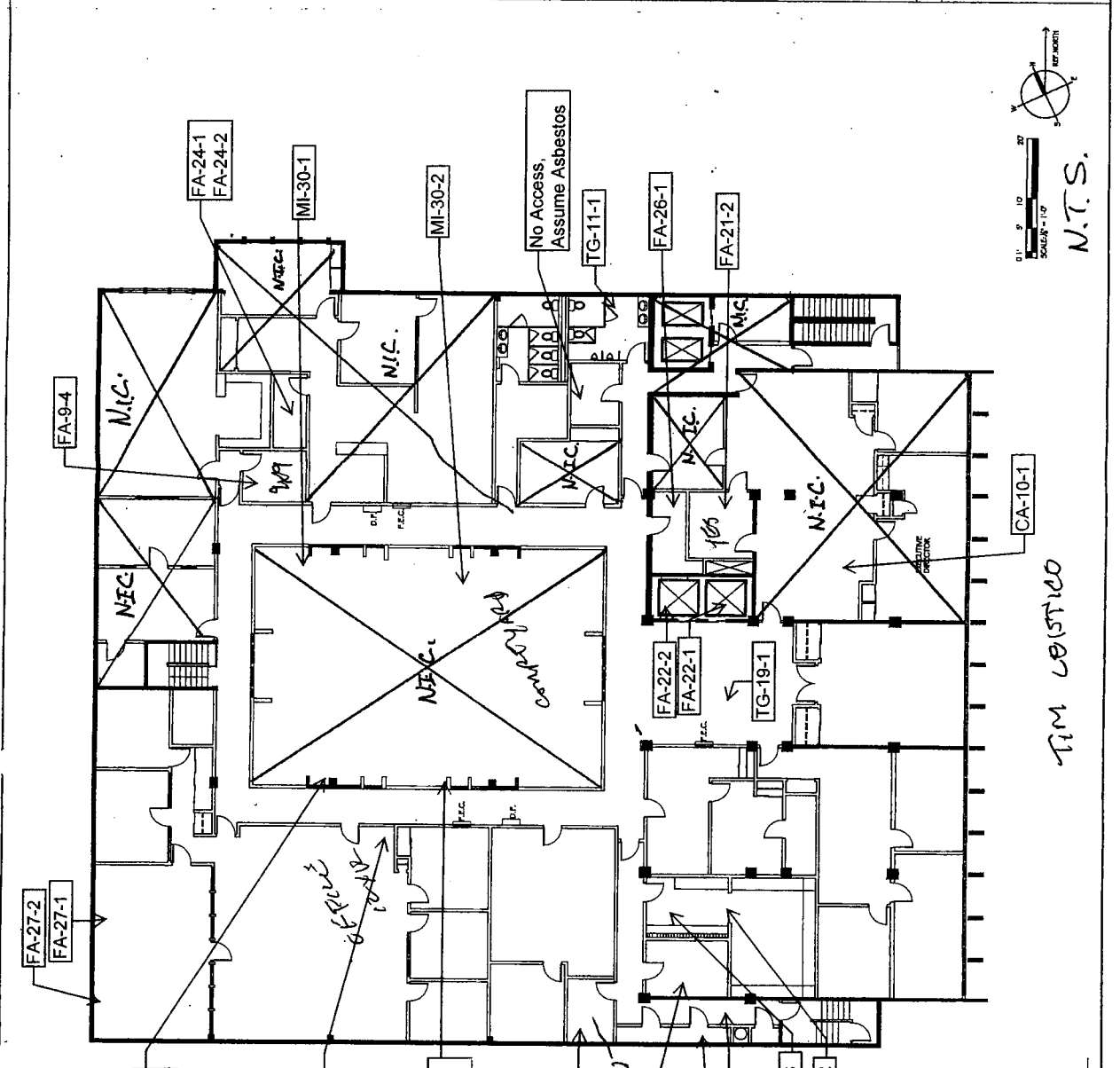
EXISTING FIRST FLOOR PLAN
 1/8" = 1'-0"

DATE: 10/15/08

For Quote 01-23-81
ACM LBF
Testing

LEGEND

EXISTING CONCRETE CONTRIBUTION
EXISTING PARTIAL WALLS
EXISTING BLOCKS



TIM COSTICO

N.T.S.



An Employee Owned Company

Asbestos and Lead Abatement Work Plan

Main Office Building
 1619 Harrison Street, Oakland, CA
 September 2018
 ACC Project Number: 2039-041.00

Client: Oakland Housing Authority
 1619 Harrison Street
 Oakland, CA
 Local Contact: Tim Leistico
 Email: Tim Leistico tleistico@oakha.org
 (510) 535-3179

Consultant: ACC Environmental Consultants, Inc.
 7977 Capwell Drive, Suite 100
 Oakland, CA 94621
 (510) 638-8400
 (510) 773-7285 Cell
 Email: Cyama@accenv.com
 Fax: (510) 638-8404

Prepared by: Chris Yama, Certified Asbestos Consultant #98-2356, CDPH M-3814

1.0 Project Overview

The project includes removal and disposal of asbestos-containing building materials as well as removal and disposal of lead-containing construction materials and removal and disposal of other hazardous materials. Removal of other hazardous materials includes mold impacted materials, light tubes and pcb ballasts. The building will be renovated after the removal of hazardous materials is completed. Contractor shall remove all wall and ceiling materials down to the wood studs, except for the walls in the mechanical room. All flooring materials and ceiling tiles are to be removed and disposed of whether they contain asbestos or not.

This is a Prevailing Wage Job. Contractor shall fill out all paperwork required by Oakland Housing Authority

2.0 Scope of Work

All work shall be performed in accordance with applicable local, state and federal regulations, standard industry practices and specific requirements of this Work Plan. When a conflict exists, the more stringent requirement shall apply. Furthermore, the contractor shall familiarize all employees with this Work Plan and site conditions.

1619 Harrison St. Asbestos

2.01 Remove and dispose of all materials listed below.

Sample No.	Material Description	Location Description	Results	Approx. Quantity*	NESHAPS Category ¹	OSHA Class ²
JC-01-01, 2, 3, 4, & 5	Gypsum Wallboard and Taping Compound	1 st & 2 nd Floors: Throughout Building, All Walls and Partial Ceilings	Gypsum Board: No Asbestos Detected Taping Mud: 2% Chrysotile Asbestos Tape: No Asbestos Detected Drywall: No Asbestos Detected Joint Compound: 2% Chrysotile Asbestos Composite GB & TM: Trace (<1%) Chrysotile Asbestos	69,500 SF	Friable	Class 2
TC-04-01, 02, 03, 4, 5, 6, & 7	Texturing Compound on Drywall, Concrete and Ductwork	1 st & 2 nd Floors: Throughout Building, All Walls, Columns and Partial Ceilings and Ductwork. Overspray above ceilings will need to be cleaned.	Texture: 5% Chrysotile Asbestos Paint: No Asbestos Detected Semi-Fibrous Material: 5% Chrysotile Asbestos	85,500 SF	Friable	Class 2

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Sample No.	Material Description	Location Description	Results	Approx. Quantity*	NESHAPS Category ¹	OSHA Class ²
CT-07-01, 2	2'x4' White with Pinholes & Fissures Suspended Ceiling Tile	1 st & 2 nd Floors: Partial Ceilings	Ceiling Tile: No Asbestos Detected Coating: No Asbestos Detected Fibrous Material: No Asbestos Detected	23,500 SF	N/A	N/A
BA-08-01, 2	Brown Baseboard Adhesive Behind 4" Tan Baseboard	Throughout 1 st and 2 nd Floor	Baseboard: No Asbestos Detected Mastic: Trace (<1%) Chrysotile Asbestos Adhesive: No Asbestos Detected Paint: No Asbestos Detected Skimcoat/Joint Compound: Trace (<1%) Chrysotile Asbestos	1,550 LF	Category II	Class 2
FA-09-01, 2, 3, & 4	12"x12" Off-white with Gray Streaks Floor Tile and Black Adhesive	2 nd Floor: Partial Floors in Mail Room and Northwest Center Room, Janitor Closet	Tile: 2% Chrysotile Asbestos Mastic: No Asbestos Detected Adhesive: No Asbestos Detected	1,040 SF	Category I	Class 2
CA-10-1, 2	Yellow Carpet Adhesive	2 nd Floor: Partial Floors	Adhesive: No Asbestos Detected	23,500 SF	N/A	N/A
TG-11-1, 2	Tile Grout and Underlayment	1 st and 2 nd Floors: Partial Bathroom Walls and Floors	Brown/White Grout: No Asbestos Detected Tile: No Asbestos Detected Cementitious Material: No Asbestos Detected	NQ	N/A	N/A
CT-13-1, 2	2'x4' White Textured Ceiling Tile	1 st Floor: Partial Ceilings	Brown Grout: No Asbestos Detected Fibrous Material: No Asbestos Detected Coating: No Asbestos Detected	4,200 SF	N/A	N/A
CA-14-1, 2	Green Carpet Adhesive and Carpet Tiles	Throughout Building: Partial Floors	Adhesive: No Asbestos Detected	12,700 SF	N/A	N/A
TG-15-1	Tile Grout and Underlayment	1 st Floor: Partial Front Lobby Floors	Grout: No Asbestos Detected	800 SF	N/A	N/A
SA-16-1, 2, & 3	Spray-Applied Acoustic Material	1 st Floor: Partial Front Lobby Ceiling	Non-Fibrous Material: No Asbestos Detected	800 SF	N/A	N/A
TG-19-1	Tile Grout	2 nd Floor: Partial Lobby Floors	Grout: No Asbestos Detected	400 SF	N/A	N/A
FA-20-1, 2	12"x12" Tan Floor Tile and Adhesive	2 nd Floor: Partial IT Rooms Floors	Tile: 2% Chrysotile Asbestos Mastic: No Asbestos Detected	130 SF	Category I	Class 2
FA-21-1, 2	12"x12" Grey Floor Tile and Adhesive	2 nd Floor: Partial Hallways and Director's Closet Floors	Tile: Trace (<1%) Chrysotile Asbestos Mastic: No Asbestos Detected	700 SF	Category I	Class 2
FA-22-1, 2	12"x12" Grey Floor Tile and Adhesive	East Center Elevators: Floors	Grey Tile: No Asbestos Detected Mastic: No Asbestos Detected Dark Grey Tile: No Asbestos Detected	NQ	N/A	N/A
CA-23-1, 2	Yellow Carpet Adhesive	1 st Floor: Partial Front Lobby Floors	Adhesive: No Asbestos Detected	12,200 SF	N/A	N/A
FA-24-1, 2	12"x12" Tan Floor Tile and Adhesive	2 nd Floor: Partial IT Rooms Floors	Tan Tile: No Asbestos Detected Adhesive: No Asbestos Detected Mastic: No Asbestos Detected Brown Tile: No Asbestos Detected	75 SF	N/A	N/A
FA-25-1	12"x12" Red Floor Tile and Adhesive	2 nd Floor: Partial Finance Room Floors	Tile: No Asbestos Detected Adhesive: No Asbestos Detected	400 SF	N/A	N/A
FA-26-1	12"x12" Off-white Floor Tile and Adhesive	2 nd Floor: Room E Floor	Tile: 2% Chrysotile Asbestos Mastic: No Asbestos Detected	72 SF	Category I	Class 2
FA-27-1, 2	12"x12" Light Grey Floor Tile and Black Adhesive	2 nd Floor: Partial Southwest Corner Floors	Tile: No Asbestos Detected Mastic: No Asbestos Detected	600 SF	N/A	N/A
CK-28-1, 2	Caulking	Exterior courtyard: Around Planters and Perimeter	Non-Fibrous Material: No Asbestos Detected	NQ	N/A	N/A

Sample No.	Material Description	Location Description	Results	Approx. Quantity*	NESHAPS Category ¹	OSHA Class ²
TG-29-1. 2	Tile Grout	Exterior Courtyard: Floor	Ceramic Tile: No Asbestos Detected Grout: No Asbestos Detected Cementitious Material: No Asbestos Detected Non-Fibrous Material: No Asbestos Detected	2,200 SF	N/A	N/A
MI-30-1	Water Proofing	Exterior Courtyard: Planters	Fibrous Material: No Asbestos Detected Semi-Fibrous Material: No Asbestos Detected	NQ	N/A	N/A

1619 Harrison St. - Lead

2.02 Remove and dispose of all materials listed below.

Sample No.	Material Description	Material Location	Lead Content (ppm unless otherwise noted)	Approximate Quantity*
PT-1	Brown and Grey Ceramic Tile	1 st and 2 nd Floors: Bathrooms Wall and Floors	6.7	2,600 SF
PT-2	Off-White Paint	1 st and 2 nd Floors: Walls Throughout	<0.007 wt%	N/A
PT-3	Ceramic Bricks	1 st Floor: Front Lobby	<7	N/A
PT-4	White Paint	1 st and 2 nd Floors: Interior Trim	<30	N/A
PT-5	Red Brick	Courtyard	<6	N/A
PT-6	Tan Paint	Exterior Walls and Concrete Planters in Courtyard	0.030 wt%	2,100 SF

1619 Harrison St. - Other Hazardous Materials

2.03 Remove and dispose of all materials listed below:

Universal Waste/Other Hazardous Wastes	Estimated Quantity
Florescent/Mercury Vapor Light Tubes (4' equivalent)	210 EA
Suspect PCB-containing Light Ballasts	105 EA
Mold Impacted Materials	250 SF

Section 2.1 Summary of Sampling Results

2.1.1 Summary of Asbestos Sampling Results

Sample No.	Material Description	Location Description	Results	Approx. Quantity*	NESHAPS Category ¹	OSHA Class ²
JC-01-01, 2, 3, 4, & 5	Gypsum Wallboard and Taping Compound	1 st & 2 nd Floors: Throughout Building, All Walls and Partial Ceilings	Gypsum Board: No Asbestos Detected Taping Mud: 2% Chrysotile Asbestos Tape: No Asbestos Detected Drywall: No Asbestos Detected Joint Compound: 2% Chrysotile Asbestos Composite GB & TM: Trace (<1%) Chrysotile Asbestos	69,500 SF	Friable	Class 2
BA-02-01	Tan Baseboard Adhesive Behind 4" Brown Baseboard	3 rd Floor: Laundry Room	Baseboard: No Asbestos Detected Adhesive: No Asbestos Detected	N/Q	N/A	N/A
SV-03-01	Brown and Light Brown Sheet Vinyl Flooring	3 rd Floor: Laundry Room	Sheet Vinyl: No Asbestos Detected Mastic: No Asbestos Detected	N/Q	N/A	N/A
TC-04-01, 02, 03, 4, 5, 6, & 7	Texturing Compound on Drywall, Concrete and Ductwork	1 st & 2 nd Floors: Throughout Building, All Walls, Columns and Partial Ceilings and Ductwork. Overspray above ceilings will need to be cleaned.	Texture: 2% Chrysotile Asbestos Paint: No Asbestos Detected Semi-Fibrous Material: 5% Chrysotile Asbestos	85,500 SF	Friable	Class 2
CT-07-01, 2	2'x4' White with Pinholes & Fissures Suspended Ceiling Tile	1 st & 2 nd Floors: Partial Ceilings	Ceiling Tile: No Asbestos Detected Coating: No Asbestos Detected Fibrous Material: No Asbestos Detected	N/Q	N/A	N/A
BA-08-01, 2	Brown Baseboard Adhesive Behind 4" Tan Baseboard	Throughout 1 st and 2 nd Floor	Baseboard: No Asbestos Detected Mastic: Trace (<1%) Chrysotile Asbestos Adhesive: No Asbestos Detected Paint: No Asbestos Detected Skimcoat/Joint Compound: Trace (<1%) Chrysotile Asbestos	1,550 LF	Category II	Class 2
FA-09-01, 2, 3, & 4	12"x12" Off-white with Gray Streaks Floor Tile and Black Adhesive	2 nd Floor: Partial Floors in Mail Room and Northwest Center Room, Janitor Closet	Tile: 2% Chrysotile Asbestos Mastic: No Asbestos Detected Adhesive: No Asbestos Detected	1,040 SF	Category I	Class 2
CA-10-1, 2	Yellow Carpet Adhesive	2 nd Floor: Partial Floors	Adhesive: No Asbestos Detected	NQ	N/A	N/A
TG-11-1, 2	Tile Grout and Underlayment	1 st and 2 nd Floors: Partial Bathroom Walls and Floors	Brown/White Grout: No Asbestos Detected Tile: No Asbestos Detected Cementitious Material: No Asbestos Detected Brown Grout: No Asbestos Detected	NQ	N/A	N/A
DT-12-1	HVAC Duct Tape	Throughout Building: Partial Ducts	Tape: No Asbestos Detected	NQ	N/A	N/A
CT-13-1, 2	2'x4' White Textured Ceiling Tile	1 st Floor: Partial Ceilings	Fibrous Material: No Asbestos Detected Coating: No Asbestos Detected	NQ	N/A	N/A
CA-14-1, 2	Green Carpet Adhesive	Throughout Building: Partial Floors	Adhesive: No Asbestos Detected	NQ	N/A	N/A
TG-15-1	Tile Grout and Underlayment	1 st Floor: Partial Front Lobby Floors	Grout: No Asbestos Detected	NQ	N/A	N/A
SA-16-1, 2, & 3	Spray-Applied Acoustic Material	1 st Floor: Partial Front Lobby Ceiling	Non-Fibrous Material: No Asbestos Detected	NQ	N/A	N/A

Sample No.	Material Description	Location Description	Results	Approx. Quantity*	NESHAPS Category ¹	OSHA Class ²
AD-17-1	Green Adhesive	1 st and 2 nd Floors: Upper Walls	Adhesive: No Asbestos Detected	NQ	N/A	N/A
AD-18-1	Black Adhesive	1 st and 2 nd Floors: On Beams Upper Ceiling	Adhesive: No Asbestos Detected	NQ	N/A	N/A
TG-19-1	Tile Grout	2 nd Floor: Partial Lobby Floors	Grout: No Asbestos Detected	NQ	N/A	N/A
FA-20-1, 2	12"x12" Tan Floor Tile and Adhesive	2 nd Floor: Partial IT Rooms Floors	Tile: 2% Chrysotile Asbestos Mastic: No Asbestos Detected	130 SF	Category I	Class 2
FA-21-1, 2	12"x12" Grey Floor Tile and Adhesive	2 nd Floor: Partial Hallways and Director's Closet Floors	Tile: Trace (<1%) Chrysotile Asbestos Mastic: No Asbestos Detected	700 SF	Category I	Class 2
FA-22-1, 2	12"x12" Grey Floor Tile and Adhesive	East Center Elevators: Floors	Grey Tile: No Asbestos Detected Mastic: No Asbestos Detected Dark Grey Tile: No Asbestos Detected	NQ	N/A	N/A
CA-23-1, 2	Yellow Carpet Adhesive	1 st Floor: Partial Front Lobby Floors	Adhesive: No Asbestos Detected	NQ	N/A	N/A
FA-24-1, 2	12"x12" Tan Floor Tile and Adhesive	2 nd Floor: Partial IT Rooms Floors	Tan Tile: No Asbestos Detected Adhesive: No Asbestos Detected Mastic: No Asbestos Detected Brown Tile: No Asbestos Detected	NQ	N/A	N/A
FA-25-1	12"x12" Red Floor Tile and Adhesive	2 nd Floor: Partial Finance Room Floors	Tile: No Asbestos Detected Adhesive: No Asbestos Detected	NQ	N/A	N/A
FA-26-1	12"x12" Off-white Floor Tile and Adhesive	2 nd Floor: Room E Floor	Tile: 2% Chrysotile Asbestos Mastic: No Asbestos Detected	72 SF	Category I	Class 2
FA-27-1, 2	12"x12" Light Grey Floor Tile and Black Adhesive	2 nd Floor: Partial Southwest Corner Floors	Tile: No Asbestos Detected Mastic: No Asbestos Detected	NQ	N/A	N/A
CK-28-1, 2	Caulking	Exterior courtyard: Around Planters and Perimeter	Non-Fibrous Material: No Asbestos Detected	NQ	N/A	N/A
TG-29-1, 2	Tile Grout	Exterior Courtyard: Floor	Ceramic Tile: No Asbestos Detected Grout: No Asbestos Detected Cementitious Material: No Asbestos Detected	NQ	N/A	N/A
MI-30-1	Water Proofing	Exterior Courtyard: Planters	Non-Fibrous Material: No Asbestos Detected Fibrous Material: No Asbestos Detected Semi-Fibrous Material: No Asbestos Detected	NQ	N/A	N/A

*Approximate quantities should be verified during any project planning as the building was occupied during the survey and ACC was unable to perform a fully destructive investigation to identify all concealed conditions.

2.1.2 Summary of Lead Sampling Results

Sample No.	Material Description	Material Location	Lead Content (ppm unless otherwise noted)	Approximate Quantity*
PT-1	Brown and Grey Ceramic Tile	1 st and 2 nd Floors: Bathrooms Wall and Floors	6.7	2,600 SF
PT-2	Off-White Paint	1 st and 2 nd Floors: Walls Throughout	<0.007 wt%	N/A
PT-3	Ceramic Bricks	1 st Floor: Front Lobby	<7	N/A
PT-4	White Paint	1 st and 2 nd Floors: Interior Trim	<30	N/A

Sample No.	Material Description	Material Location	Lead Content (ppm unless otherwise noted)	Approximate Quantity*
PT-5	Red Brick	Courtyard	<6	N/A
PT-6	Tan Paint	Exterior Walls and Concrete Planters in Courtyard	0.030 wt%	2,100 SF

*Quantity for "paint" reflects approximate area of loose & peeling only, not all painted surfaces. Quantity for "tile" reflects approximate surface area.

2.1.3 Summary of Other Hazardous Materials

Universal Waste/Other Hazardous Wastes	Estimated Quantity
Florescent/Mercury Vapor Light Tubes (4'equivalent)	210 EA
Suspect PCB-containing Light Ballasts	105 EA
Mold Impacted Materials	250 SF

3.0 Disposition of Movable Items

The contractor will be responsible for removing all items from the work area required to perform abatement. Additionally, the contractor is responsible for the removal of any fixtures that contact any materials that will disturb any hazardous materials.

4.0 Pre-Cleaning

No pre-cleaning is expected.

5.0 Access

Access to the work areas and use of building facilities shall be coordinated with ACC and a representative from Oakland Housing Authority.

6.0 Work Area Set-up

6.1 Work area set-up requirements:

All checked items apply to work area set-up requirements

X	Full Containment	X	Fire Retardant Poly	X	-0.02" Negative Pressure
	Poly Walls (min 4-mil.)	X	Three-stage Decon w/ Shower		-0.04" Negative Pressure
X	Poly Floors (2 layers 6-mil.)		Two-stage w/ Hudson Wash Station		Charcoal Filters on NPUs
	Poly Pony-wall above ceiling		One-stage w/ Hudson Wash Station	X	Use Building Power
X	Mini-containment		Separate Load-out		Contractor Supplied Power
	Clean-cube		Secure/Isolated Clean-room		Temporary Power Box
X	Splash Guards		"Z" Airlocks	X	Building Water
	Glove Bag		No Decon Required		Contractor Supplied Water
X	Critical Barriers (2 layers)	X	Seal Floor Penetrations		Temporary Lighting
X	Drop Sheet (around perimeter of bldg.)		Protect Existing Floor	X	DOP Test NPUs (ANSI/ UI 586-1990)
X	View Ports (must see all work areas)	X	Shut-down HVAC	X	DOP Test Vacuums (ANSI/ UI 586-1990)
	Plywood Construction Barrier		Lock-out Elevator Access	X	Warning Signs

	NPU Exhaust Location: Outside
X	Other: Removal of loose and peeling paints can be performed using drop cloths, barrier tape and warning signs.

6.2 General Set-up Requirements

- 6.2.1 No removal work may commence until the contractor has notified the Consultant, the Consultant has inspected the containment set-up, any deficiencies have been corrected by the contractor and the Consultant has given permission to commence removal activities.
- 6.2.2 Any modifications for hook-ups shall be the responsibility of the contractor for building supplied water and electricity.
- 6.2.3 All polyethylene sheeting used on this project shall be fire-retardant.
- 6.2.4 If required, critical barriers of 6-mil polyethylene sheeting shall be placed over all doors, windows, HVAC openings, and covering all furnishings during asbestos removal work.
- 6.2.5 If required, the contractor is responsible for assuring that all mechanical systems have been shut down and locked out, and adequately sealed with two layers of 6-mil polyethylene, to prevent contamination from entering systems.
- 6.2.6 Decontamination units equipped with showers require use of a watertight pan to contain water. All waste water shall be filtered to a minimum of 1 micron prior to discharge into the sanitary sewer system.
- 6.2.7 Removable drop cloths in the work area are required at all times.
- 6.2.8 During any use of solvents and/or mastic removers, all filtration units shall be equipped with charcoal filters. Charcoal filters are to be replaced daily during the course of abatement activities. All filtration units and vacuum cleaners used on this project shall be equipped with HEPA filtration.
- 6.2.9 GFCI are required on all electrical circuits in use.
- 6.2.10 Refer to procedures section for additional containment requirements.
- 6.2.11 All HEPA-filtered devices shall be DOP tested within the past month in accordance with ASME N510-1989 and ANSI/UI 586-1990.

DOP testing of all HEPA filtration devices, including vacuum and air filtration devices, is required to be performed by an independent company prior to using any equipment. The testing procedure shall be conducted immediately prior to start of work and at each major phase of the work as new containment systems are constructed. The testing must challenge the following: around the HEPA filter/air filtration device seal, the HEPA filter, all seams associated with the construction of the HEPA filtered system, and all other possible penetrations points, including but not limited to, the electrical panel and all components, rivets, screws, wheels, etc.

All DOP testing shall be performed *outside* of buildings, with the exhaust directed away from building doorways, windows and intakes to ventilation systems.

7.0 Security/Safety

The abatement contractor is responsible for safety and security of the worksite.

8.0 Worker Protection

The following personal protective equipment (PPE) and engineering controls are required during project activities that may cause exposure at or above regulatory exposure limits to hazards during set-up, removal, final cleaning and encapsulation activities. Furthermore, the contractor must abide by all regulatory requirements, including but not limited to training, medical surveillance and exposure monitoring, for all employees and other individuals entering restricted work areas. Respirator cartridge selection shall be based on work area hazards and chemicals used during project activities. At a

minimum, respirators shall be equipped with HEPA (P100 equivalent) cartridges or, during the use of any solvent, combination organic vapor/HEPA respirator filters.

8.1 Personal Protective Equipment (to be confirmed by contractor's personal exposure monitoring and adjusted as necessary).

All checked items apply to PPE requirements

X	1/2- Face Respirator	X	Head Protection	X	Disposable Protective Suits
	Full Face Respirator		Hearing Protection		Cloth Coveralls
	PAPR		Face Protection		Disposable Rubber Gloves
	Supplied Air Respirator	X	Eye Protection	X	Work Gloves
	SCBA	X	Steel Toe/Steel Shank Boots	X	Disposable Viton Gloves
	15-minute escape bottle		Disposable Foot Coverings	X	Hand Washing Station
X	Other: PAPR or NEA for all OSHA Class 1 work				

8.2 Engineering Controls

All checked items apply to engineering controls during project activities

	Work Area Foggers	X	Local Exhaust/Ventilation	X	Task Lighting
X	Wet Removal Methods		4-Air Changes Per Hour	X	Containment as Described in Section 6.0
	Daily Smoke Test of Containment	X	Daily Visual Inspection of Containment		
	Other:				

8.3 Personnel Decontamination Procedure

All personnel leaving a regulated area or containment area shall comply with the following decontamination sequence:

- 8.3.1 Remove and discard any suit, clothing, or cartridge prior to leaving the Work Area.
- 8.3.2 Proceed into the decontamination unit.
- 8.3.3 Enter the Decontamination unit and, keeping respirator in place, remove disposable suit and all other contaminated items, including gloves and boots. Place contaminated clothing in appropriately labeled bags.
- 8.3.4 With the respirator still in place, rinse off thoroughly using the Hudson spray washer or shower. If wearing dual cartridge respirators, make sure the cartridges are completely soaked before removing the respirator and disposing of the cartridges. If cartridges are to be reused, completely seal the cartridge opening with tape.
- 8.3.5 Proceed out of the decontamination unit and dress in a set of clean street clothes, and return respirator to the storage area.

9.0 Occupancy

The building is occupied, and the surrounding offices will be in operation. It is the responsibility of the contractor to maintain site security for the duration of the project.

10.0 Air Sampling and Work Area Clearance

The following schedule of verification sampling will be utilized by the consultant during this project. This schedule is subject to change depending on Site specific conditions.

10.1 Daily Air Samples

The consultant may obtain down-wind and/or indoor air samples to verify effectiveness of contractor's engineering controls

and work procedures. Personal sampling required by OSHA is the responsibility of the contractor.

10.2 Clearance Air Samples

Each work area shall be cleared by air sampling, wipe sampling and/or visual inspection as deemed appropriate by ACC Environmental. The contractor shall be responsible for all costs associated with additional testing and project management to achieving a passing set of clearance results if the first set of clearance samples fails to meet clearance of each phase. Clearance criteria shall be as follows:

10.2.1 Asbestos Clearance (Air sampling)

- Satisfactory visual inspection by ACC Environmental
- 0.01 fibers per cubic centimeter of air (f/cc) by PCM
- 70 S/mm² by TEM (AHERA).

10.2.2 Lead Clearance

- Satisfactory visual inspection by ACC Environmental
- Optional clearance wipe sampling with an acceptable clearance of <400 µg/ft², as deemed appropriate by ACC Environmental.

10.2.3 Post-Remediation Mold Sampling (Not applicable)

The abatement work area is cleared when the work area is visually clean and the encapsulant has been correctly applied to all affected areas. Wipe and/or air spore trap samples may be collected randomly and analyzed for fungi to verify work area and common area cleanliness.

A spore trap sampler will be used to collect fungi samples on specific media. Samples will be collected inside the work area, adjacent to the area of demolition/abatement. In addition, an outdoor control sample will be collected. A single air sample for fungi will be collected at each work area during each day of demolition/abatement.

The work area shall be considered clean with respect to fungi when the inside work area samples are consistent or below concentrations and fungal types found outdoors. Mycotoxin producing fungi, such as *Stachybotrys chartarum* and *Aspergillus versicolor*, may not be above acceptable indoor levels.

Should the work area not appear visually clean, the contractor shall ensure that the negative pressure enclosure remains in place and shall re-clean and reapply the biocide as stated in the procedures. The work area shall meet the visual clearance criteria following the re-cleaning activities and prior to encapsulation and re-occupancy.

11.0 Disposal Requirements

All wastes generated from the completion of this Work Plan shall be disposed of according to all local, state and federal regulations. *The contractor is responsible for characterization and disposal of all wastes.*

11.1 Asbestos

The drywall and wall texture and joint compound and floor mastic shall be disposed of as friable hazardous asbestos waste. The floor tiles, baseboards and associated mastic shall be disposed of as non-hazardous asbestos waste, unless otherwise instructed by the on-site representative from ACC Environmental. If the ACC project manager determines the waste to be friable, the contractor shall dispose of the waste as friable hazardous asbestos waste.

11.2 Lead

The paint chips shall be kept in a labeled metal drum and be disposed of as RCRA hazardous waste.

11.3 Other Hazardous Materials

The pcb ballasts shall be kept in a labeled metal drum and be disposed of as hazardous waste. The Light tubes shall be disposed of as Universal Hazardous Waste.

12.0 Permits and Notifications

Obtaining required permits and/or notifications to all agencies shall be the responsibility of the contractor.

13.0 Submittals

The following information must be provided prior to the contract being awarded:

1. Lump sum bid amounts according to the described scope of work.
2. Unit pricing for all materials identified in the scope of work.
3. Pricing for loaded man-hour rate (regular, evening, and weekend).
4. Copies of current licenses and certifications.
5. Current insurance information.
6. Copies of any violations issued by regulatory agencies.
7. Brief project design descriptions, including the following items:
 5. Project schedule (time, days and number of work shifts);
 6. Anticipated production rate (how many shifts to perform work);
 7. Project staffing (number of personnel);
 8. Work platforms (scaffolding, man lift, etc.);
 9. Containment, debris collection, engineering controls;

The following must be provided prior to commencement of work:

1. Copies of all notifications and permits.
2. AHERA asbestos worker training certificates, lead worker training certificates, fit testing and medical information.
3. Insurance certificate naming Oakland Housing Authority and ACC Environmental Consultants, Inc. as additionally insured.
4. Emergency contact list of personnel assigned to the project.
5. Written request for approval of any plans to deviate from the written work plan.
6. Scaffolding plans and any applicable engineering approvals.
7. Detailed project design descriptions, including the following items:
 - a. Project schedule (time, days and number of work shifts);
 - b. Anticipated production rate (how many shifts to perform work on each side of building);
 - c. Project staffing (number of personnel);
 - d. Work platforms (scaffolding, man lift, etc.);
 - e. Containment, debris collection, engineering controls;
 - f. Sidewalk/street closures.

The following must be submitted at the completion of the project:

1. Copies of all daily logs indicating procedures followed, etc.
2. Copies of all personal air/blood monitoring results.
3. Copies of all waste manifests and weight tickets.
4. Waste characterization reports.

14.0 Schedule of Work Activities

To be determined

15.0 Procedures

All work shall be conducted to meet applicable local, state, and federal requirements, and per the attached removal

procedures or any other published attachments to this work plan.

15.1 Removal of asbestos-containing drywall and joint compound and wall texture.

- 15.1.1 Set up work area isolation and ventilation of the work area in accordance to Section 6.0. Contractor shall build a negative pressure enclosure with $-.02$ " of negative pressure. Upon approval of the enclosure by the Consultant, contractor may proceed to remove the material using the following method:
- 15.1.2 Begin removal of asbestos-containing materials. Make sure the materials are wet during disturbance activities. Contractor shall take measures to control dust by misting the air and lightly wetting material as it is removed. All insulation is to be removed. Electrical, mechanical and plumbing to be cleaned by abatement contractor. All materials contaminated with asbestos to be cleaned or removed by abatement contractor so that General Contractor can safely work above ceiling. Wall texture on concrete and ductwork may require aggressive methods to remove. Texturing overspray to be cleaned off of all above ceiling materials. This includes but is not limited to ductwork, conduits, piping, insulation and concrete.
- 15.1.3 Remove materials manually in sections small enough to place into 6-mil disposal bags, but as large as possible to reduce breakage and disturbance. Place into bag, twist top of the bag and wrap the twisted neck of the bag with duct tape. Twist the excess plastic at the top of the bag, fold it over and wrap with duct tape to seal the bag with a "goose neck." Place bag in second labeled bag. Install generator sticker on bag.
- 15.1.4 Ensure all that the outside of bags are clean of dust and residue as they are removed from the work area. Dispose of all waste as hazardous asbestos waste.
- 15.1.5 Inspect all construction systems to determine if there are signs of dust or debris. If present, clean all constructions systems of debris. Notify Consultant when final cleaning is complete for a visual inspection.
- 15.1.6 Upon satisfactory completion of visual inspection, apply approved the encapsulant
- 15.1.7 Once the containment has passed visual inspection and air testing the containment shall be removed.

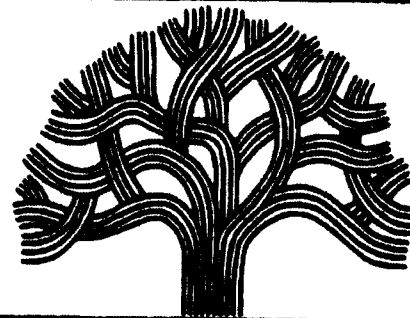
16.1 Removal of asbestos-containing floor tile and mastic materials

- 16.1.1 Set up work area isolation and ventilation of the work area in accordance to Section 6.0. Contractor shall build a negative pressure enclosure with $-.02$ " of negative pressure. Upon approval of the enclosure by the Consultant, contractor may proceed to remove the material using the following method:
- 16.1.2 Begin removal of asbestos-containing materials. Make sure the materials are wet during disturbance activities. Contractor shall take measures to control dust by misting the air and lightly wetting material as it is removed.
- 16.1.3 Remove materials manually in sections small enough to place into 6-mil disposal bags, but as large as possible to reduce breakage and disturbance. Place into bag, twist top of the bag and wrap the twisted neck of the bag with duct tape. Twist the excess plastic at the top of the bag, fold it over and wrap with duct tape to seal the bag with a "goose neck." Place bag in second bag.
- 16.1.4 Ensure all that the outside of bags are clean of dust and residue as they are removed from the work area. Dispose of all floor tiles as non-hazardous asbestos waste. Dispose of floor mastic as hazardous waste if a buffer is used.
- 16.1.5 Inspect all construction systems to determine if there are signs of dust or debris. If present, clean all constructions systems of debris. Notify Consultant when final cleaning is complete for a visual inspection.
- 16.1.6 Upon satisfactory completion of visual inspection, apply approved the encapsulant
- 16.1.7 Once the work area has passed air sampling the containment shall be removed.

17.1 Removal of lead-containing wall and flooring materials

- 17.1.1 Set up work area isolation and ventilation of the work area in accordance to Section 6.0. Contractor shall build a negative pressure enclosure with $-.02''$ of negative pressure. Upon approval of the enclosure by the Consultant, contractor may proceed to remove the material using the following method:
- 17.1.2 Begin removal of lead-containing materials. Make sure the materials are wet during disturbance activities. Contractor shall take measures to control dust by misting the air and lightly wetting material as it is removed. For materials containing silica contractor shall comply with silica regulations. Silica air sampling to be performed by contractor
- 17.1.3 Remove materials manually in sections small enough to place into 6-mil disposal bags, but as large as possible to reduce breakage and disturbance. Place into bag, twist top of the bag and wrap the twisted neck of the bag with duct tape. Twist the excess plastic at the top of the bag, fold it over and wrap with duct tape to seal the bag with a "goose neck." Place bag in second bag.
- 17.1.4 Ensure all that the outside of bags are clean of dust and residue as they are removed from the work area. Dispose of lead-containing materials according to lead profile. Profiling to be performed by contractor.
- 17.1.5 Inspect all construction systems to determine if there are signs of dust or debris. If present, clean all constructions systems of debris. Notify Consultant when final cleaning is complete for a visual inspection.
- 17.1.6 Upon satisfactory completion of visual inspection, apply approved encapsulant
- 17.1.7 Once the work area has passed wipe sampling or visual inspection the containment shall be removed.

City of Oakland
Construction & Demolition (C&D)
Recycling Requirements Acknowledgment



Application #: B1803755
Address: 1619 HARRISON ST.

The following project types must comply with the C&D Ordinance:

- *All New Construction*
- *Demolition, including Soft Demo**
- *Additions & Alterations with >\$50k construction value**

**except Single Family Dwellings (SFD) & Duplex*

Building Permit Applicant Agrees To:

- Comply with non-exclusive franchise requirements for hauling C&D debris, details online at www.oaklandrecycles.com/NEF
- Obtain obstruction permits for use of public right-of-way, OMC 12.08.200
- Submit a Waste Reduction & Recycling Plan (WRRP)
- Submit a Construction and Demolition Summary Report (CDSR) prior to Final Inspection, issuance of a temporary certificate of occupancy or certificate of occupancy
- Make all submittals via www.oakland.wastetracking.com (Fees apply for paper submittals)
- Allow 3-5 business days for processing all submittals
- Add oakland.wastetracking.com to email safe senders list

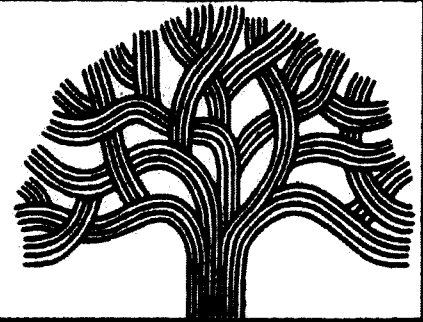
The City will not issue permits without an approved WRRP.

For assistance

Call (510) 238 SAVE (7283), email C&DRecycling@oaklandnet.com
or visit the Green Building Resource Center for Open Office Hours

Monday 8:30 to 10:30 AM and Thursday 1:30 to 3:30 PM

**City of Oakland
Construction and Demolition (C&D)
Debris Hauling Requirements**



Permitted Projects Must Use Approved C&D Debris Hauler

- ◆ All hauling of C&D debris from projects requiring a City of Oakland building permit must be performed by an authorized non-exclusive C&D franchise hauler (OMC 15.34), list below and online.
- ◆ For more information on these requirements, please visit www.oaklandrecycles.com/NEF. The City of Oakland is committed to improving recycling and waste reduction, reducing illegal dumping, and providing more options and better value to building professionals.

Please help keep Oakland beautiful by choosing authorized haulers.

Obstruction Permits

- ◆ Per OMC 12.08.200 placement of equipment or materials on a public street or right of way for building construction or repair requires an obstruction permit.
- ◆ Please visit <http://tinyurl.com/obstructionpermit> or call (510) 238-3443.

Non-Exclusive Franchise Haulers

- Bernardini Enterprises (dba JD Services)
www.jdhauling.com/
- Bluewater Environmental Services
www.bwserv.com/
- DA Services (925) 457-1335
- Dominguez & Sons Trucking
www.dominguezandsons.com/
- Duarte Drywall & Hauling (510) 777-0626
- FERMA Corp
www.fermacorp.com/
- Hurricane Hauling
www.hurricanehauling.com
- Impact Demo & Hauling
www.impactdemolition.co/home/
- Janus Corporation
www.januscorp.com/
- Pacific Sanitation
www.pacificsanitation.com/
- Peninsula Debris Box
www.peninsuladebrisbox.com/
- Premier Recycle Company
www.premierrecycle.com
- Randazzo Enterprise www.randazzoent.com/
- Republic Services (dba Berkeley Sanitary Service)
www.republicservices.com/
- T4 Company
www.t4company.com
- TNT Demolition
www.tntdemo.com/
- Venegas Company
www.venegasco.com
- Vera's Trucking (510) 224-0975
- Waste Management of Alameda County
www.wm.com

PROFILE AND CERTIFICATION FORM (Page 1 of 2)

(1) Prime ____ Sub-contractor ____ (This form must be completed by and for each).

(2) Name of Firm: _____ Telephone: _____ Fax: _____

(3) Street Address, City, State, Zip: _____

(4) Primary Contact for this Project: _____ Email Address: _____

(5) Identify Principals/Partners in Firm (Attach **professional resumes** for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please attach **professional resumes** for each. (Do not duplicate any resumes required above):

NAME	TITLE

(7) Bidder Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- Caucasian American (Male) _____%
 Public-Held Corporation _____%
 Government Agency _____%
 Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following):

- Resident-Owned* _____%
 African American _____%
 **Native American _____%
 Hispanic American _____%
 Asian/Pacific American _____%
 Hasidic Jew _____%
 Asian/Indian American _____%

- Woman-Owned (MBE) _____%
 Woman-Owned (Caucasian) _____%
 Disabled Veteran _____%
 Small Business _____%
 Other (Specify): _____%

If applicable, WMBE Certification Number: _____
 Certified by (Agency): _____

(8) Federal Tax ID No.: _____

(9) Business Name as Listed on the California Secretary of State Website: _____

(10) California Secretary of State Entity Number: _____

(11) [APPROPRIATE JURISDICTION] Business License No.: _____

(12) State of _____ License Type and No.: _____

* The undersigned party submitting this bid hereby certifies that the firm can meet and comply with OHA's "Section 3 Requirements" attached hereto. (**See 'Section 3 Requirements Form and Action Plan'**)

PROFILE AND CERTIFICATION FORM (Page 2 of 2)

- (11) Insurance Certification: The undersigned party submitting this bid hereby certifies that the firm can meet and comply with OHA's "Insurance Requirements" attached hereto. (See 'OHA Insurance Requirements' attached) Copies of insurance certificates may be submitted with the proposal or the information completed below. The insurance policies must name OHA as an additional insured and maintained throughout the term of the contract. The firm(s) must provide OHA with Certificates of Insurance for the preceding coverage. The insurance policies must provide a 30-day notice of cancellation and be primary to any other insurance carried by OHA.

Worker's Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____
General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____

- (12) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of _____, or any local government agency within or without the State of _____? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

- (13) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

- (14) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the OHA or any person interested in the proposed contract; and that all statements in said bid are true.

- (15) Indemnification Certification: The undersigned party submitting this bid hereby certifies that the firm expressly agrees to indemnify, defend, hold harmless and indemnify the Authority, and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of this Contract and any of Contractor's operations or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified or held harmless.

- (16) Section 3 and Labor Compliance: The undersigned party submitting this bid hereby certifies that the firm can meet and comply with OHA's "Section 3 Requirements" and Labor Compliance standards including submission of certified payrolls and paying employees the required prevailing wages. (Section 3 Information, Economic Opportunities Policy, and Labor Compliance standards may be found on our website at [www.oakha.org/ Business Opportunities/Section 3.](http://www.oakha.org/Business%20Opportunities/Section%203))

- (17) Labor Code Certification: The undersigned party submitting this bid hereby certifies that party submitting this bid hereby is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Agreement".

- (18) Verification Statement: The undersigned bidder hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

Signature

Date

Printed Name

Company



Oakland Housing
Authority

Contractor's Summary Guide to Section 3 Compliance

The purpose of Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u) (section 3), and 24 CFR Part 135, is to ensure that training, employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns, which provide economic opportunities to low- and very low-income persons." **For the complete text of the Section 3 regulations, visit www.hud.gov/section3.**

Oakland Housing Authority's Section 3 Economic Opportunities Policy (included in bid documents)

Oakland has one of the highest unemployment rates in the Bay Area. Oakland Housing Authority (OHA) residents make up over 10% of Oakland's population. OHA developed its **Economic Opportunities Policy (EOP)** to comply with the Housing and Urban Development (HUD) Section 3 regulations and ensure that, to the greatest extent feasible, economic opportunities are provided to low- and very low-income persons and to Section 3 business concerns within the city of Oakland. All contractors undertaking Section 3 covered projects and activities on behalf of OHA are expected, to the greatest extent feasible, to meet the numerical goals set forth below. The policy does not apply to contractors who furnish only materials or supplies and do not undertake installation of materials or supplies. The **EOP** is also available from OHA's website www.oakha.org/procurement/sec3EcoOpportPolicy.pdf.

Section 3 Requirement for All Bidders

As part of the application or bidding process, a Section 3 Business Preference and Action Plan are included in bid documents. Contractors have the option to request Certification as a Section 3 business; however, every proposer **MUST** complete the Action Plan and submit it with their bid, even if no hires are projected.

Certification for Business Seeking Section 3 Business Preference form: Everyone must complete the top portion (check one box, name of business etc.) and sign at the bottom. Fill in the other parts **ONLY** if you are claiming Section 3 business status.

Action Plan (3 pages): Everyone must complete the top portion listing your company etc., where applicable, and sign every page. If you **do not** anticipate new hires, note that in the table on page 1 and 3. If you **do** anticipate new hires, then use page 1 to detail the job categories and page 3 to describe how you will fill those positions.

Section 3 Requirements for Awardees

Baseline Reporting and Hiring Projections Form

Prior to the Notice to Proceed, the contractor/subcontractor will be responsible for documenting the current workforce (baseline) and providing more accurate hiring projections per job classification than those described in the Action Plan. The Plan that is approved will become part of the contractual agreements.

Hiring Goals

The Section 3 requirement is triggered when there is a need for **new** economic opportunities, such as individual employment, contracting, or subcontracting. The regulation requires that contractors and subcontractors provide, **to the greatest extent feasible**, economic opportunities (training, employment, and contracting) to low and very-low income residents Section 3 businesses.

Contractors and subcontractors are required to make every effort to the greatest extent feasible to meet the OHA's numerical hiring goals of having Section 3 qualified employees make up **30% of their total new-hires**. **Firms must seek to maintain this percentage throughout the life of the project.** If these goals are not met, the contractors are expected to show documentation demonstrating their efforts to hire Section 3 candidates by exhausting all available hiring sources. While a contractor receives credit for hiring low-income residents of Oakland, **first priority should be given to residents of the Oakland Housing Authority.** This includes residents in both the public housing and Section 8 programs.

Hiring Priorities

First priority (OHA residents): Residents of the development where the work is being performed
Second priority (OHA residents): Other residents of Oakland Housing Authority owned or managed properties
Third priority (Oakland residents): Other residents within the city of Oakland that meet the low-income requirements (see definition of **Section 3 Resident** below).

Resident Referral Process

OHA is committed to working with general contractors and subcontractors to help them reach their Section 3 goals. Therefore, we have established a pre-screening and referral process to identify qualified OHA residents who satisfy the first and second hiring priorities (above). This process ensures that each candidate is in good standing with the housing authority and has a background that qualifies him/her to perform the essential functions of the job.

To ensure the best possible match, it is important that contractors communicate their hiring needs to OHA well in advance of the project start date. We request at least 2 business days' notice before the employee's start date, but earlier notice is preferred. We will work with you to identify a pool of candidates for each position. If we cannot provide you with a candidate, we will grant you a waiver to document your efforts to meet the Section 3 goals.

Union Contractors: OHA's Family and Community Partnerships department (FCP) has established a list of current OHA residents in construction trade unions that is sent to contractors on a regular basis. If there is no candidate that meets your hiring needs, you are encouraged to consider sponsoring an OHA resident who is not a member of a trade union to meet your Section 3 hiring goals.

Please contact OHA at S3hire@oakha.org or 510-587-2176 for a list of qualified residents, to request a candidate, or verify the Section 3 eligibility of any prospective hire. For more information about providing economic opportunities to OHA resident's contact:

Employment Development Coordinator
Family & Community Partnerships Department
Phone: 510.587.5160
Fax: 510.587.5141
Email: S3hire@oakha.org

New Hire Section 3 Information Form

General contractors and subcontractors will be provided this form upon award. Every *new hire* should be requested to complete the form. The form provides the means to determine Section 3 eligibility of the employee. The forms should be submitted to OHA as soon as possible after hiring for verification of Section 3 status.

Monthly Reports

OHA requires monthly reports listing all new hires and Section 3 hires from all contractors and subcontractors on Section 3 covered projects. A sample report will be provided. Reports shall be due on the fifth day of each month for the preceding month. These reports shall be submitted to:

Rufus Davis, Labor and Section 3 Compliance Officer
Phone: 510.587.2176
Email: rdavis@oakha.org

Record Maintenance and Documentation

All projects and activities that are subject to Section 3 requirements shall maintain comprehensive documentation of their Section 3 outreach efforts and implementation activities. Section 3 documentation files should be clearly maintained and be available for review by Oakland Housing Authority and/or HUD officials.

Compliance Reviews

OHA staff will conduct regular compliance reviews, which consist of comprehensive analysis and evaluation of the contractor's compliance with Section 3. Where noncompliance is found, OHA will notify the contractor of the deficiency and make recommendations for corrective actions.

Useful Definitions

Business Concern

A business entity formed in accordance with state law, and which is licensed under state, county or municipal law to engage in the type of business activity for which it was formed.

“Greatest Extent Feasible”

Recipients of Section 3 financial assistance must make every effort within their disposal to meet the regulatory requirements. For instance, this may mean going a step beyond normal notification procedures for employment and contracting opportunities by developing strategies that will specifically target Section 3 residents and businesses for these new economic opportunities.

Household Income Levels

Low and very-low income limits are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the median income for each locality by household size or number of people residing in one house. HUD income limits can be obtained from www.huduser.org/portal/datasets/il.html.

New Hire

A new hire means a full-time employee for a new permanent, temporary, or seasonal position that is created as a direct result of the expenditure of federal funds on Section 3 covered projects. Any employee that is not on the payroll of a contractor or developer on the day [i.e., that a purchase order is issued or the day a contract is signed or agreed upon] that the Section 3 covered assistance was provided, is considered a new hire.

Section 3 Business Concern

A business concern that meets one or more of the following requirements:

- 51% or more owned by Section 3 residents
- 30% or more of permanent, full-time workforce consists of Section 3 residents
- Provides evidence to subcontract at least 25% of the dollar awarded to qualified Section 3 businesses

Section 3 Resident

- (1) An Oakland Housing Authority public housing resident or Section 8 voucher holder; or
- (2) An individual who resides in the service area (Oakland) in which the Section 3 covered assistance is expended, and whose income status is as follows:

Number of People in Household	Annual Household Income Limits (Source: 24 CFR 570.3)
1	\$52,650 or less
2	\$60,150 or less
3	\$67,650 or less
4	\$75,150 or less
5	\$81,200 or less
6	\$87,200 or less
7	\$93,200 or less
8	\$99,200 or less

(Income limits eff. 04/01/2017)

Questions regarding the Oakland Housing Authority
Section 3 Program should be addressed to:

Rufus Davis, Labor and Section 3 Compliance Officer
Oakland Housing Authority
1801 Harrison Street, First Floor
Oakland, CA 94612
Phone: 510.587.2176
Email: rdavis@oakha.org



Section 3 Business Certification and Action Plan

Section 3 Business Certification – 1 page

Check this box if you are **not** claiming Section 3 business status. Complete Section 1 and the signature block at the bottom of this page and proceed to the **Section 3 Action Plan**.

SECTION 1

Company Name _____

Address _____

Type of Business (Check One): Corporation Partnership Sole Proprietorship Other

Project (Bid/RFP #) _____ Business Activity _____

SECTION 2

Current Section 3 Status: The undersigned bidder/proposer hereby certifies that it is a Section 3 business concern and attaches relevant documentation, **as applicable**, to support such claim.

Select only one option.

1. A business claiming status as a Section 3 resident-owned business concern (ROB):

Initial here to select this option _____

- OHA resident lease
- Copy of receipt of public assistance
- Other evidence of income status
- Fictitious or Assumed Business Name Certificate
- Organization chart with names and titles and brief job description
- List of owners/stockholders and % of each
- Latest board minutes appointing officers
- Articles of incorporation
- Partnership agreement

2. A business claiming Section 3 status because at least 30% of its permanent full-time employees are currently Section 3 residents or, within 3 years of the date of first employment with the business concern, were Section 3 residents. If a business claims this option, the 30% employment requirement must be maintained for the entire project. **Initial here to select this option** _____

- List of all current full time employees
- OHA residential lease (less than 3 years from date of employment)
- List of all employees claiming Section 3 status
- Other evidence of Section 3 status (less than 3 years from date of employment)

3. A business claiming Section 3 status by subcontracting 25% or more of the dollar award to qualified Section 3 businesses (as set forth in Options 1 and 2). **Initial here to select this option** _____

- Provide a list of intended Section 3 business subcontractors with subcontract amount.
- Include this Section 3 Certification form and all supporting documentation for each planned Section 3 business subcontractor.

If you are or become certified as a Section 3 business, do you grant OHA permission to share your business contact information with firms seeking to contract with Section 3 businesses? Yes No

I attest that the above information is true and correct.

Signature

Printed Name

Title

Date



Section 3 Action Plan (2 pages)

All firms and individuals bidding on any Section 3 covered contract with the Oakland Housing Authority (OHA) **MUST COMPLETE AND SUBMIT THIS ACTION PLAN WITH THE BID, OFFER, OR PROPOSAL.** Any solicitation response that does not include this document (completed and signed) will be considered non-responsive and not eligible for award.

PRELIMINARY STATEMENT OF CURRENT WORKFORCE AND HIRING NEEDS

THIS PLAN OUTLINES YOUR COMMITMENT TO OHA'S SECTION 3 HIRING GOALS

COMPANY NAME: _____

ADDRESS: _____

PROJECT (BID/RFP#): _____ GENERAL SUBCONTRACTOR

JOB CATEGORY: EXAMPLES ADMINISTRATIVE ASST., OFFICE MANAGER, CLERK, PROJECT MANAGER, EQUIPMENT MECHANIC, JANITORIAL, HOUSING MANAGEMENT, LABORER, LANDSCAPER, GLAZIER-JOURNEYMAN, GLAZIER-APPRENTICE, PLUMBER-JOURNEYMAN, PLUMBER-APPRENTICE	(A) # of CURRENT Employees (Core Staff)	(B) PROJECTED # of New Hires FOR THIS PROJECT	(C) PROJECTED # of Section 3 Hires	(D) PROJECTED Section 3 Hires as a Percentage of NEW HIRES
				%
				%
				%
				%
				%
				%
				%
				%
				%
OTHER, PLEASE LIST.				%

___ (Check here and attach another sheet if applicable)

Check this box if contractor does not anticipate triggering the regulation by the need for new hiring or subcontracting opportunities. Complete the signature block at the bottom of this page.

I attest that the above information is true and correct. The company certifies that the above table represents the appropriate number of employee positions and also represents the number of Section 3 employees that the company proposes to hire.

Signature

Printed Name

Title

Date

Section 3 Action Plan (continued)

EFFORTS TO ACHIEVE SECTION 3 COMPLIANCE

Indicate the efforts your organization will take to direct employment and other economic opportunities, to the greatest extent feasible, to low-income residents. Think about how you can leverage your resources and expertise to foster training and employment opportunities for Section 3 residents. **Examples** include, but are not limited to, the following. Check all that apply.

- Refer to any list of pre-screened job-ready applicants provided by OHA's Department of Family and Community Partnerships (FCP) (*REQUEST A LIST from FCP at S3hire@oakha.org or 510-587-5160*).
- Utilize and manage union privileges such as name-call, transfer, rehire, and sponsorship.
- Financially sponsor OHA resident(s) in trainings, certifications, professional mentorships, etc.
- Distribute flyers door-to-door to OHA owned and managed properties.
- Run multiple advertisements in local media such as newspapers and radio stations, and/or Internet-based job-posting websites announcing the hiring and contracting opportunities.
- Contract with certified Section 3 businesses, in construction and non-construction trades (*REQUEST A LIST from Rufus Davis at OHA, rdavis@oakha.org or 510-587-2176*).
- Post signs at the entrance to the job site stating that it is a Section 3 covered project.
- Sponsor (schedule, advertise, finance, or provide in-kind services) a job informational meeting to be conducted by the housing authority or a contractor representative.
- Undertake job counseling, education and related programs in association with local educational institutions.
- Other: _____

I attest that the above information is true and correct.

Signature

Printed Name

Title

Date

SECTION 3 CLAUSE (24 CFR 135.38)

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

- A. The work to be performed under this contract is subject to 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 or 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 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 (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 Enterprise. 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).

To: All Contractors at OHA

SUBJECT: ASBESTOS NOTICE TO CONTRACTORS (Connelly Act, AB 3713)

State law requires notification to all Oakland Housing Authority (OHA) Contractors of the presence or the possible presence of asbestos in certain building materials used in the construction of OHA buildings.

OHA is conducting an on-going survey to identify those areas at OHA where asbestos containing building materials (ACBM) are present. For specific locations of ACBM, please contact Artesia Dupree at (510) 874-1680.

Certain buildings at OHA contain non-friable asbestos materials in public access areas. These materials include vinyl asbestos floor tiles, transite, drywall and joint compound, wall texturing, roofing, plaster, stucco and/or linoleum sheet flooring. The asbestos in these materials under normal conditions do not pose any danger to the user. If the material is cracked, drilled, sanded, or otherwise disturbed, however, it could result in the release of asbestos fibers into the air that could present a health risk. Such work must only be performed by trained personnel using proper work practices, containment equipment, and personal protection.

Some other areas contain sprayed-on acoustical material containing asbestos. These materials may be reduced to powder by hand pressure, but do not present a problem as long as they are not disturbed. Only trained workers with the proper equipment should perform work that would have the potential to disturb such materials.

Some fire doors used in stairwells, and the entrances to mechanical rooms and cores in the larger buildings also contain asbestos. These doors are usually wooden and have a metal label on the inside edge or top identifying them as having a type "B" fire rating or a rating of one hour or greater. As long as these doors are intact, they pose no health risk to building occupants or contractors. Only trained workers with the proper equipment should perform work that would have the potential to disturb such materials.

Some larger buildings have asbestos materials in areas of restricted public access such as mechanical rooms and cores. In very few instances, asbestos insulated pipes and ductwork are in public areas. As long as the materials are not damaged or disturbed and the outer canvas cover or metal sheathing on the pipes is intact, the insulation presents no health problem. Only trained workers with the proper equipment should perform work that would have the potential to disturb such materials.

As building materials are tested and/or abated, the database for asbestos is continually updated.

If you have any questions, or would like more information about asbestos, please contact the Asbestos Program Manager, Artesia Dupree at (510) 874-1680.

Please sign and return the attached certification that you have received a copy of this document; Asbestos: Notice to Contractors.

Acknowledgement of receipt of disclosure:

I hereby acknowledge that I have received a copy of the document entitled: Asbestos: Notice to Contractors provided to me by the Oakland Housing Authority (OHA).

Signature: _____ Date: _____

Printed Name: _____

Company Name: _____

*****This form must be returned to OHA before beginning any maintenance/contracting work on OHA buildings.**

**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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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)



Oakland Housing
Authority

OHA ECONOMIC OPPORTUNITIES POLICY

Oakland Housing Authority Economic Opportunities Policy

Background:

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C, 1701U (hereinafter referred to as "Section 3") requires that economic opportunities generated by certain U.S. Department of Housing and Urban Development financial assistance for housing and community development programs shall, to the greatest extent feasible, be given to low - and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons.

The U.S. Department of Housing and Urban Development's regulations implementing Section 3 are found at 24 CFR Part 135. It is the intent of OHA policy to comply fully with Section 3; and by publication of this policy, the OHA provides direction for application of this policy.

This policy shall remain in effect for all covered activities so long as this policy remains consistent with federal regulations or until changed by the Authority. . In any case where it is found that any provision of this policy or of a procedure or program undertaken in furtherance of this policy is found to be inconsistent with Section 3 or 24 CFR Part 135, Section 3 or 24 CFR Part 135 shall prevail.

Policy Statement:

It is the policy of the Oakland Housing Authority to provide to the greatest extent feasible economic opportunities to low- and very low-income persons residing in Oakland metropolitan area (as defined in § 135.5 of 24 CFR Part 135 and to businesses meeting the definition of "Section 3 business concern" as defined by 24 CFR Part 135.

A Section 3 resident is :

- A Public housing residents and/or
- An individual who live in the area where a HUD-assisted project is located and who is either low-or very-low income persons as determined by HUD

- **Determining Income Levels:**
- Low income is defined as 80% or below the median income of that area.
- Very low income is defined as 50% or below the median income of that area.

(Income Limits are subject to change. Current Income Limits may be accessed on the OHA website at www.oakha.org.)

Section 3 business concern is a business that:

- Is 51 percent or more owned by Section 3 residents;
- Whose permanent, full-time employees include persons, at least 30% of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

In furtherance of this policy the Oakland Housing Authority shall develop programs and procedures necessary to implement this policy covering all procurement contracts where labor and/or professional services are provided, in order to achieve the goals outlined below. This policy does not apply to routine maintenance, repair or replacement work using HUD housing and community development assistance for housing rehabilitation; nor does it apply to contractors who only furnish materials or supplies

through OHA's procurement program, and do not undertake work, as in the installation of the material or equipment. All covered contracts executed after the adoption of this policy must comply with this policy.

Goals:

All contractors undertaking Section 3 covered projects and Section 3 covered activities on behalf of the Oakland Housing Authority are expected to meet the requirements of Section 3. Any contractor (whether or not it meets the definition of a Section 3 business), shall demonstrate compliance with the "greatest extent feasible" requirement of Section 3, must meet the numerical goals set forth below for providing training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns. In meeting the goals, contractors are to apply a system of priority selection from among those Section 3 residents eligible pursuant to § 135.34, 24 CFR Part 135:

First priority - residents of the development where the work is to be performed.

Second priority - other residents of Oakland Housing Authority properties.

Third priority - other residents of Oakland who are participants of HUD Youth build programs being carried out in the City of Oakland.

Fourth priority - other persons from the Oakland metropolitan area who meet the definition of Section 3 resident contained in § 135.5 of 24 CFR Part 135.

Furthermore, for all construction contracts in excess of \$100,000, contractors and their subcontractors are required to utilize appropriate State-approved apprenticeship programs that have graduated apprentices as a means to meet the Section 3 employment goals.

Employment:

All contractors will seek the greatest extent feasible to achieve a level of 30% of all new hires to be low to very low-income residents of the Oakland metropolitan area.

Preference for Section 3 business concerns:

It is OHA's policy to conduct all procurement transactions in a competitive manner. Within this framework, preference shall be awarded to Section 3 business concerns according to the following system:

Small Purchases:

For Section 3 covered contracts aggregating no more than \$100,000, the Authority shall follow its small purchase procedures as outlined in its procurement policy. *Small Purchases require at least 3 competitive quotes. Purchases under \$2,000 (also known as Micro Purchases) do not require competitive quotes.*

Competitive (Sealed) Bids (IFBs): (IFB=Invitation For Bids)

Where the Section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified Section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

1. Bids shall be solicited from all businesses (Section 3 business concerns and non Section 3 business concerns). An award shall be made to the qualified Section 3 business concern with the highest priority ranking (as defined in 24 CFR Part 135) and with the lowest responsive bid if that bid:
 - A. is within the maximum total contract price established in the Authority's budget for the specific project for which bids are being taken; and
 - B. is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:
-

X = lesser of:

When the lowest responsive bid is less than \$100,00010% of that bid or \$9,000

When the lowest responsive bid is:

At least \$100,000, but less than \$200,0009% of that bid or \$16,000

At least \$200,000, but less than \$300,0008% of that bid or \$21,000

At least \$300,000, but less than \$400,0007% of that bid or \$24,000

At least \$400,000, but less than \$500,0006% of that bid or \$25,000

At least \$500,000, but less than \$1 million . . .5% of that bid or \$40,000

At least \$1 million, but less than \$2 million . .4% of that bid or \$60,000

At least \$2 million, but less than \$4 million . .3% of that bid or \$80,000

At least \$4 million, but less than \$7 million . .2% of that bid or \$105,000

\$7 million or more1 1/2% of the lowest responsive bid, with no dollar limit.

2. If no responsive bid by a Section 3 business concern meets the requirements of paragraph 1 of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.
3. In both paragraph 1 and 2 above, a bidder, to be considered as responsible, must demonstrate compliance with the "greatest extent feasible" requirement of Section 3.

Competitive Proposals (RFP) (RFP=Request For Proposals)

Where the Section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. In accordance to 24CFR135, the rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating systems. Proposals from firms not demonstrating compliance with the "greatest extent feasible" requirement of Section 3 shall not be considered responsible.

In accordance to 24 CFR Part 135.36, Appendix Section III(3)ii:

"(3) Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).

- (i) *For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.*
- (ii) *(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components."*
- (iii) *With regard to the section 3 strategy, the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the Section 3 training and employment*

preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

Other Provisions:

1. Federal labor standards requirements: Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a--276a-7) and implementing U.S. Department of Labor regulations in 29 CFR part 5. Additionally, certain HUD-assisted rehabilitation and maintenance activities on public and Indian housing developments are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. Apprentices and trainees may be utilized on this work only to the extent permitted under either Department of Labor regulations at 29 CFR part 5 or for work subject to HUD-determined prevailing wage rates, HUD policies and guidelines.
 2. A section 3 business concern seeking a contract or a subcontract must submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.
 3. OHA will ensure compliance with section 3 requirements through efforts that may include the following:
 - A. Requiring that contractors submit relevant documentation certifying their eligibility for preference under the section 3 program, and/or demonstrating their compliance with section 3 requirements.
 - B. Conducting ongoing section 3 compliance review of applicable contractors and take appropriate action when they are found to be noncompliant with section 3 requirements.
 - C. Refraining from entering into a contract with any contractor after notification by HUD that the contractor has been found in violation of section 3 regulations.
 - D. Implementing procedures designed to notify section 3 residents about training and employment opportunities generated by section 3 covered assistance and section 3 business concerns about contracting opportunities generated by section 3 covered assistance;
 - E. Notifying potential contractors for section 3 covered projects of the requirements of this part.
 4. All OHA section 3 covered contracts shall include the following clause set forth in 24 CFR 135.38:
 - 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 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.

Definitions:

The Oakland Housing Authority incorporates into this policy the definitions contained in § 135.5 of 24 CFR Part 135. Further, the Oakland Housing Authority makes no representation concerning

interpretation and meaning of Section 3 of the Housing Act of 1968, as amended, and of 24 CFR Part 135 beyond this policy. It is recommended that interest parties refer directly to the law and regulations for a complete understanding of their meaning.

**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 and 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.

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. 3/31/2020)

Applicability. This form is applicable to any construction/development contract greater than \$150,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 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.

2. Contractor's Responsibility for Work

- (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

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

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 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

required in the planning and production of the work. Such 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. 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

waivers. Before installing the work, the Contractor shall 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.

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.

- (f) New work which connects to existing work 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 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.

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

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the 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

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 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

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.

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 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 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 an 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:

- (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 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 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

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 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

- (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

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been 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.

- (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.

EXHIBIT ____

SUPPLEMENTAL CONDITIONS

These Supplemental Conditions (the "Supplemental Conditions") are incorporated into, and made a part of, that certain construction contract (the "Contract") entered into by the Oakland Housing Authority (the "Authority") and _____ (the "Contractor") to which the Supplemental Conditions are attached. The Supplemental Conditions implement certain requirements of California law, and supplement the "General Conditions for Construction Contracts- Public Housing Programs" HUD form 5370 (1/2014) ("HUD Form 5370"). In the event of any conflict between the Supplement Conditions and HUD Form 5370, the stricter requirement shall control.

Payment and Performance Bonds.

Prior to commencement of the work under the Contract, the Contractor shall deliver to the Authority copies of labor and material (payment) bonds and performance (general contractor bond) bonds for the Work in an amount equal to one hundred percent (100%) of the scheduled costs of the Work. Said bonds shall comply with the requirements of California Civil Code Section 3248 and shall be issued by an insurance company which is licensed to do business in California and has a rating equivalent to AAA or AA+ by an insurance company listed in the current year's list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department, and for amounts which are not in excess of the acceptable amount set forth on such list for the respective surety. The bonds shall name the Authority as a co-obligee or assignee.

Conditions Precedent to Trenching or Excavation Work

California Government Code Section 4215

To the extent applicable, before commencing work of digging trenches or excavation, Contractor shall review all information available regarding subsurface conditions. Contractor shall also comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part:

"(a)(1) Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated.

(2) When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date

and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of Section 4216.2. The excavator and operator or its representative shall conduct an onsite meeting at a mutually-agreed-on time to determine actions or activities required to verify the location of the high priority subsurface installations prior to start time."

California Public Contract Code Section 7104

To the extent applicable, in accordance with California Public Contract Code Section 7104, if the work under the Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, then the Contractor shall promptly, and before the following conditions are disturbed, notify the Authority, in writing, of any:

- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

Following the Authority's receipt of such written notice from the Contractor, the Authority shall promptly investigate the conditions, and if the Authority finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work set forth in this Contract, then the Authority shall issue a change order under the procedures described in this Contract.

In the event that a dispute arises between the Authority and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, then the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided by Section 31 of HUD Form 5370, or by law which pertain to the resolution of disputes between the Contractor and the Authority.

Notice of Third-Party Claims

In accordance with California Public Contract Code Section 9201(b), the Authority shall provide the Contractor timely notification of any third-party claim related to the Contract.

Limitations due to Act of God

Notwithstanding any provision of the Contract to the contrary, including but not limited to Section 33 of HUD Form 5370, pursuant to California Public Contract Code Section 7105, the Contractor shall not assume responsibility for repairing or restoring damages caused by an "act of God" in excess of five percent (5%) of the Contract amount; provided, that the work damaged was performed by the Contractor, or subcontractors (as applicable) in accordance with accepted and applicable building standards and the Contract.

Prompt Payment

Notwithstanding any provision of the Contract to the contrary, including but not limited to Section 27 of HUD Form 5370, if the Authority fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from the Contractor, then the Authority shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. The Contractor and the Authority agree and acknowledge that this provision constitutes a summary of California Public Contract Code Section 20104.50.

Retention Amount

Notwithstanding any provision of the Contract to the contrary, including but not limited to Section 27(f) of HUD Form 5370, in accordance with California Public Contract Code 7201(b)(1), the Authority shall retain an amount equal to five percent (5%) of the amount of progress payments until completion and acceptance of all work under the Contract.

Assignment of Claims by Contractor

In accordance with Section 7103.5 of the California Public Contract Code, the Contractor and/or subcontractor(s), if any, assign to the Authority all rights, title, and interest in and to all causes of action each may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the applicable subcontract. This assignment shall be made and become effective at the time the Authority tenders final payment to the Contractor, in accordance with this Contract, without further acknowledgement, or action, by the parties.

Indemnification.

(a) To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Authority, and its commissioners, the Authority's architect (if any), their consultants, and agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work under the Contract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is

caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section.

(b) In claims against any person or entity indemnified under this Section by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

(c) The provisions of this Section shall survive the termination or expiration of the Contract.

OAKLAND HOUSING AUTHORITY

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (the "Agreement") is entered into as of _____, 20__ (the "Effective Date"), by and between the OAKLAND HOUSING AUTHORITY, a public body, corporate and politic ("Authority"), and _____, a _____ **[INSERT CONTRACTOR NAME AND LEGAL ENTITY TYPE]** ("Contractor"), collectively referred to herein as the "Parties", with reference to the following facts:

RECITALS

A. These Recitals refer to and utilize certain capitalized terms that are defined in Article 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use of capitalized terms in these Recitals.

B. The Authority owns the Property. On _____ **[INSERT DATE OF IFB]**, the Authority issued the IFB for the Work. Thereafter, on or about _____ **[INSERT DATE AUTHORITY SELECTED CONTRACTOR]**, the Authority selected the Contractor to perform the Work in accordance with the IFB.

D. The Contractor has represented to the Authority that the Contractor has the necessary skill and expertise to perform the Work.

E. The Parties wish to enter into this Agreement to memorialize their agreement as to the specific requirements regarding the demolition of the Improvements and the performance of the Work.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 PURPOSE, DEFINITIONS

Section 1.1 Purpose.

The purpose of this Agreement is to authorize Contractor to take actions necessary to perform the Work on the Property. Contractor hereby agrees to perform the Work in compliance with the terms and conditions of this Agreement, within the time periods provided by the Schedule, and for the costs set forth on the Contractor Schedule of Values.

Section 1.2 Definitions.

The following capitalized terms have the meanings set forth in this Section 1.2 wherever used in this Agreement, unless otherwise provided:

- (a) "Acceptance Certificate" shall have the mean set forth in Section 2.9 below.

- (b) "Agreement" shall mean this Construction Services Agreement and all Exhibits.
- (c) "Application for Payment" shall have the meaning set forth in Section 3.4(b) below.
- (d) "Architect" shall mean _____, a _____ **[INSERT NAME AND LEGAL ENTITY OF ARCHITECT].**
- (e) "Authority" shall mean the Oakland Housing Authority, a public body, corporate and politic.
- (f) "Change Order" shall have the meaning set forth in Section 2.11 below.
- (g) "City" shall mean the City of Oakland.
- (h) "Conditions of Approval" mean those certain Conditions of Approval for the Work and the redevelopment of the Property issued by the City Planning Commission on _____, attached hereto as Exhibit M. **[INSERT DATE OF CITY PLANNING COMMISSION MEETING- IF NONE, THEN DELETE.]**
- (i) "Cost of the Work" shall mean the costs and expenses incurred by, or on behalf of, the Contractor in connection with the performance of the Work, as more particularly described in Section 3.2.
- (j) "Contracting Officer" shall have the meaning set forth in Section 5.7 below.
- (k) "Contractor" shall mean _____, a _____. **[INSERT CONTRACTOR NAME AND LEGAL ENTITY- SAME AS FROM PAGE 1]**
- (l) "Contract Documents" shall mean this Agreement (including all exhibits attached hereto), the General Conditions, and the Plans.
- (m) "Contract Sum" shall have the meaning set forth in Section 3.1 below.
- (n) "Contract Time" shall have the meaning set forth in Section 2.9 below.
- (o) "DIR" shall mean the State of California Department of Industrial Relations.
- (p) "Plans" shall mean the plans and specifications as set forth on Exhibit D.
- (q) "Schedule" shall mean the schedule for performance of the Work attached as Exhibit B, as the Parties may revise from time to time.
- (r) "Guaranteed Maximum Price" shall have the meaning set forth in Section 3.1(b) below.
- (s) "General Conditions" shall mean HUD form 5370 (1/2014), General Conditions for Construction Contract, attached to this Agreement as Exhibit F.

(t) "HUD" shall mean the United States Department of Housing and Urban Development.

(u) "Notice to Proceed" shall mean the notice to be issued by the Authority to the Contractor upon commencement of the work in the form attached as Exhibit K.

(v) "Retention Amount" shall have the meaning set forth in Section 3.4(a) below.

(w) "IFB" shall mean the Invitation for Bids issued by the Authority on _____ **[INSERT DATE OF IFB]**, as may be amended, and the Contractor's response dated _____ **[INSERT DATE OF CONTRACTOR'S RESPONSE]**, each of which are incorporated into this Agreement by this reference.

(x) "Parties" shall mean the Authority and Contractor. "Party" shall mean either the Authority or the Contractor.

(y) "Property" shall mean the real property located in the City of Oakland, owned by the Authority, on which the Contractor shall perform the Work, as more particularly depicted in the Site Plan attached as Exhibit A.

(z) "Section 3" shall mean Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and its implementing regulations at 24 CFR Part 135.

(aa) "Section 3 Policy" shall mean the Authority's policy titled "OHA Economic Opportunities Policy (Section 3)", for complying with Section 3, attached to this Agreement as Exhibit I.

(bb) "Section 3 Certification" shall mean the Contractor's certification regarding Section 3 compliance, a form of which is attached to this Agreement as Exhibit J.

(cc) "Site Plan" shall mean the diagram of the Property and surrounding area, attached as Exhibit A.

(dd) "Subcontractor" shall mean any subcontractor under direct contract with the Contractor as more particularly described in Section 2.4.

(ee) "Substantial Completion" shall mean the stage in the progress of the Work where the work is sufficiently complete in accordance with this Agreement and all other Contract Documents so that the work may be utilized for its intended use as evidenced by the Acceptance Certificate.

(ff) "Work" shall mean, collectively, (i) _____ **[INSERT BRIEF DESCRIPTION OF WORK]**, and (ii) all other construction and services required by the Contract Documents or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents (including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations).

Section 1.3 Exhibits.

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

- EXHIBIT A: Site Plan/Legal Description
- EXHIBIT B: Schedule
- EXHIBIT C: List of Subcontractors
- EXHIBIT D: Contractor Schedule of Values and GMP Proposal
- EXHIBIT E: List of Drawings and Specifications
- EXHIBIT F: HUD form 5370, General Conditions for Construction Contract
- EXHIBIT G: Insurance Requirements
- EXHIBIT H: Davis Bacon Wage Rates, dated _____
- EXHIBIT I: OHA Economic Opportunities Policy (Section 3)
- EXHIBIT J: Section 3 Certification
- EXHIBIT K: Form Notice to Proceed
- EXHIBIT L: Notice for Affirmative Action to Ensure Equal Employment Opportunity under Executive Order 11246, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications
- EXHIBIT M: Conditions of Approval

ARTICLE 2
CONSTRUCTION SERVICES

Section 2.1 Scope of Work.

The Contractor shall perform the Work as set forth in the Plans provided to the Contractor by the Authority.

Section 2.2 Responsibility for Performance of the Work.

Contractor shall manage all activities associated with the performance of the Work in accordance with this Agreement, including, but not limited to, the following activities:

(a) In addition to the requirements set forth in Section 2(c), Contractor shall employ a full-time superintendent to be on the jobsite at all times during the progress of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The Authority shall have the right to approve the superintendent. If the Contractor removes the superintendent, the Authority shall have the right to approve the replacement superintendent, which shall not be unreasonably denied.

(b) Contractor shall conduct weekly job site meeting with the Authority's representative to keep the Authority informed of the progress of the Work. Contractor shall provide Authority copies of minutes of any job site meetings.

(c) The Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement.

(d) Subject to the Authority's obligation to disburse funds set forth in Section 3.4(c) below, Contractor shall make, or cause to be made, payment of all monies due and legally owing to all persons doing any work, furnishing any materials or supplies, or renting any equipment to Contractor or any of its Subcontractors in connection with performance of the Work, within ten (10) days following receipt of payment from the Authority.

(e) The Contractor shall be responsible to the Authority for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors and for any damages, losses, costs, expenses, including but not limited to attorneys' fees resulting from such acts and omissions. In accordance with Labor Code 1810, Contractor acknowledges that eight (8) hours of labor constitutes a legal day's work.

(f) In no event shall Contractor contract with any party which has been debarred or suspended by HUD under 24 CFR Part 24.

(g) Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Property by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Property. The Contractor shall take reasonable precautions and measures to protect materials and equipment stored at the Property from weather, theft, and damage, and the Contractor shall be solely liable for any loss or damage to such materials and equipment. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such manner that public areas adjacent to the Property of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

Section 2.3 Contractor Representations and Warranties.

The Contractor represents and warrants the following to the Authority (in addition to any other representations and warranties contained in the Agreement) as a material inducement to the Authority to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement and any termination of this Agreement:

(a) The Contractor, and to the best of Contractor's knowledge, its Subcontractors, are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

(b) The Contractor is able to furnish the plant, tools, materials, supplies, equipment, and labor itself or through its Subcontractors required to complete the Work and perform its obligations hereunder, and has sufficient experience and competence to do so;

(c) The Contractor is authorized to do business in the State of California and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Contractor and over the Work;

(d) The Contractor's execution of this Agreement and performance thereof is within the Contractor's duly authorized powers; and

(e) The Contractor is a sophisticated contractor who possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular project, and will perform the Work with the care, skill, and diligence of such a contractor.

Section 2.4 Subcontractors.

(a) The Contractor's list of approved Subcontractors for the performance of the Work, and each of the Subcontractor's license numbers, is set forth on Exhibit C. In the event the Contractor desires to replace any Subcontractor pursuant to Public Contract Code Section 4107, then the Contractor shall notify the Authority in writing, and, the Authority shall then follow the process set forth in Public Contract Code 4107(a). Thereafter, if requested by the Authority in writing, the Contractor shall provide the Authority with a draft copy of its form subcontract, and disclose to the Authority the name, trade, and subcontract amounts for each subcontractor prior to the proposed subcontractor's performance of any portion of the Work. Subcontractors shall have the required licenses and expertise necessary to perform the proposed subcontract work. The Authority will promptly reply to the Contractor in writing stating whether or not the Authority, after due investigation, has reasonable objection to any such proposed person or entity. Provided the Authority has not objected to the proposed subcontractor, such person or entity shall be deemed a "Subcontractor". The Contractor shall not contract with a proposed person or entity to whom the Authority has made reasonable and timely objection, or an entity that has been debarred by the DIR. If any contract between the Contractor and a Subcontractor is materially altered so that it differs from the form subcontract provided to the Authority with regard to terms other than (1) the description of the Work to be performed pursuant to the subcontract, and (2) the subcontract price, that subcontract shall be submitted to Authority for its review prior to the commencement of the Work.

(b) By appropriate agreement the Contractor shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Contractor by terms of this Agreement and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's work, which the Contractor, by this Agreement, assumes toward the Authority. Each subcontract shall, among other matters: (i) require that the work be performed in accordance with the requirements of this Agreement; (ii) require the Subcontractor to carry and maintain liability insurance in accordance with this Agreement; and, (iii) shall specifically provide that the Authority is an intended third-party beneficiary of such subcontract and that the Subcontractor recognizes the rights of the Authority to take an assignment of its subcontract after termination of this Agreement by the Authority on default of the Contractor.

Section 2.5 Payment and Performance Bonds.

Prior to commencement of the Work, the Contractor shall deliver to the Authority copies of labor and material (payment) bonds and performance (general contractor bond) bonds for the Work in an amount equal to one hundred percent (100%) of the scheduled costs of the Work. Said bonds shall comply with the requirements of California Civil Code Section 3248 and shall be issued by an insurance company which is licensed to do business in California and has a rating equivalent to AAA or AA+ by an insurance company listed in the current year's list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department, and for amounts which are not in excess of the acceptable amount set forth on such list for the respective surety. The bonds shall name the Authority as a co-obligee or assignee.

Section 2.6 Right of Entry; Job Site Facilities.

(a) Right of Entry. The Authority hereby grants Contractor a right to enter the Property for the purpose of performing the Work. This right of entry may be exercised by Contractor, and its employees, agents, and Subcontractors. This Right of Entry will terminate upon the sooner to occur of (i) completion of the Work; or (ii) the occurrence of an event of default under this Agreement.

(b) No Liens. The Contractor and all Subcontractors and all material suppliers are prohibited from placing any liens on the Property; provided, however nothing in this subsection shall be deemed to prohibit the filing of a stop notice.

(c) Signs. Subject to prior approval of the Authority as to size, design, type and location, and to local regulations, the Contractor and its Subcontractors may erect temporary signs for purposes of identification and, to the extent applicable, controlling traffic. The Contractor shall furnish, erect, and maintain such signs as may be required by safety regulations and as necessary to safeguard life and property. The Contractor shall comply with all applicable CAL OSHA standards.

(d) Job Site Facilities. In addition to the requirements set forth in Section 17 of the General Conditions, the Contractor may provide a jobsite trailer and portable sanitary facilities. This office will be located so as to cause no interference to any Work to be performed on the Property. The Contractor shall consult with the Authority with regard to location. Unless otherwise agreed to by the Parties, upon completion of the Work, the Contractor shall remove all such temporary structures and facilities from the Property. On-site storage will be permitted, as a convenience to the Contractor, in areas designated by the Authority for such purposes. Contractor shall take reasonable security measures to protect against theft and vandalism. Contractor is responsible for Contractor owned tools and equipment. Except for damage due to Contractor's negligence or willful misconduct, damage or vandalism to the Improvements, products at the Property, in storage or in transit shall be covered by the builder's risk policy, described in Section 7.19, below. The Contractor may, at its option and expense, rent off-site facilities for the storage and securing of its materials.

Section 2.7 Safety Precautions and Programs

(a) In addition to the requirements set forth in Section 13 of the General Conditions, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work and for providing safe conditions for the performance of the Work. The Authority shall have no liability or responsibility for the physical condition or safety of the site or any improvements made by the Contractor and located on the Property until acceptance of the Work by the Authority as evidenced by the Acceptance Certificate more particularly described in Section 2.9(b).

(b) The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

(i) employees at the Property and other persons who may be affected thereby;

(ii) the materials and equipment to be used in connection with the performance of the Work, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or sub-subcontractors; and

(iii) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Work.

(c) The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

(d) The Contractor shall erect and maintain, as required by existing conditions and performance of the Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

(e) When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for performance of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall also give the Authority reasonable advance notice.

(f) The Contractor shall promptly remedy damage and loss to property referred to in Subsections 2.7(b)(ii) and (iii) above, to the extent caused by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Subsections 2.7(b)(ii) and (iii), except damage or loss attributable to acts or omissions of the Authority and not attributable to the fault or negligence of the Contractor.

(g) The Contractor shall not load or permit any part of the Work or site to be loaded so as to endanger its safety.

(h) When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the Improvements, as necessary, from injury by any cause.

(i) The Contractor shall promptly report in writing to the Authority all accidents arising out of or in connection with the Work that caused death, serious personal injury, or serious property damage (other than the demolition of the Improvements on the Property), giving full details and statements of any witnesses. In addition, if death, serious personal injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Authority.

(j) The Contractor shall comply with, and shall cause the Subcontractors to comply with, the applicable items on the Conditions of Approval attached as Exhibit M.

Section 2.8 Conditions Precedent to Commencement of the Work.

Contractor shall cause the commencement of Work by no later than the date set forth in a Notice to Proceed issued by the Authority in the form set forth in Exhibit K; provided, however, Authority shall not be under any obligation to issue a Notice to Proceed until satisfaction of the following conditions precedent:

(a) There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement.

(b) Contractor has furnished the Authority with evidence of the bonds meeting the requirements of Section 2.5 above.

(c) Contractor has executed and delivered to Authority all documents, instruments, and policies required by the Authority pursuant to this Agreement.

(d) Contractor has furnished the Authority with evidence of the insurance coverage meeting the requirements of Section 2.20 below.

(e) The Contractor has secured all necessary permits, fees and licenses as set forth in Section 2.12(a).

If Contractor has not satisfied the conditions precedent set forth in this Section 2.8 by the earlier of: (i) the date set forth in the Notice to Proceed, or (ii) _____, 20____, the Authority at its option may terminate this Agreement. In the event of such termination neither party shall have any continuing liability or obligations except for continuing indemnities provided elsewhere in this Agreement. Notwithstanding the foregoing, the Parties acknowledge that the Authority may delay the delivery of the Notice to Proceed until _____, 20____, **[WFD]**.

Section 2.9 Completion of the Work.

(a) The Contractor shall perform the Work in strict accordance with the Schedule submitted to and accepted by the Authority. The Contractor shall have the sole and exclusive responsibility for completing the Work according to the Schedule. Failure to materially comply with the Schedule shall be considered a breach of this Agreement. Any proposed revisions to the Schedule which would affect Contract Time shall be submitted by the Contractor pursuant to the Change Order procedure set forth in Section 2.11. If the Authority reasonably determines that

the performance of the Work has not materially reached the level of completion set forth in the Demolition Schedule or the Contract Documents (taking into account any corrective schedule action(s) proposed by the Contractor including, but not limited to, resequencing tasks or lags to obtain compliance with the Schedule), then the Authority shall have the right to require the Contractor to take all measures necessary to expedite the Work in order to materially comply with the Schedule including, but not limited to, working additional shifts or overtime, supplying additional labor, equipment, facilities, and other similar measures. The Authority's right to require such measures is solely for the purpose of ensuring Contractor's compliance with the Schedule. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with such measures required by the Authority. The Authority may exercise the rights furnished in this Section as frequently as Authority deems necessary to ensure that the Contractor's performance of the Work will comply with the Contract Time.

(b) Subject to Section 32(b) of the General Conditions, Contractor shall diligently prosecute the Work to completion, and shall cause the Substantial Completion of the Work within the time period established in Section 25 of the General Conditions (the "Contract Time"). Upon Substantial Completion of the Work the Contractor shall submit to the Authority a certification from the Architect stating that the Work has been completed in accordance with the Demolition Plans. Upon (1) submission of the Architect's certification, (2) inspection by the Authority and a determination by the Authority in its reasonable discretion the Contractor has reached Substantial Completion in compliance with this Agreement, and (3) at the Authority's discretion, completion of an independent cost certification of the work to be prepared and paid for by the Authority, the Authority shall certify in writing that the Work is substantially complete by executing and recording against the Property a notice of completion and acceptance of work (the "Acceptance Certificate").

Section 2.10 Delay and Extension of Time

Except as set forth below, the occurrence of events that delay the Work shall not excuse the Contractor from achieving Substantial Completion within the Contract Time. The Contract Time may be extended by Change Order for each day the Contractor is delayed in the commencement or progress of the Work provided that the Contractor demonstrates that the following conditions have been met:

- (a) At the time the event causing the delay commences, no event of default (as described in Section 4.2) exists;
- (b) The Contractor demonstrates that the delay will have a material adverse impact on the critical path of the then current Demolition Schedule;
- (c) The delay is not caused by the Contractor;
- (d) The delay could not be (or have been) limited or avoided by the Contractor's timely notice to the Authority of the delay or reasonable likelihood that the delay would occur;
- (e) The delay is of a duration of more than one day; and

(f) The delay is caused by one, or more, of the events or conditions set forth in Section 32(b)(1) of the General Conditions.

Section 2.11 Change Orders.

(a) Changes in the Work may be accomplished after execution of this Agreement, and without invalidating this Agreement by Change Order, subject to the limitations stated in Section 29 of the General Conditions.

(b) Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time. Contractor shall use the AIA Change Order form and shall report requests for Change Orders and Change Order status monthly.

Section 2.12 Work Pursuant to Permits, Plans and Laws.

(a) Permits. In accordance with Section 12(b) of the General Conditions, the Contractor shall obtain all applicable permits, licenses, and authorizations necessary for the Work. The Work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction over the Work.

(b) Plans and Laws. Contractor shall cause all work performed in connection with this Agreement to be performed in compliance with (i) the Plans, as approved by the City Building Department, and all governmental approvals and permits; (ii) all applicable laws, ordinances, rules and regulations of federal, state, or municipal governments or agencies now in force or that may be enacted hereafter, including (without limitation and where applicable) prevailing wage provisions of the federal Davis-Bacon Act (as further set forth in Section 46 of the General Conditions), and its implementing rules and regulations, and the prevailing wage provisions of the California Labor Code Section 1720, et seq; and (iii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The Authority acknowledges that the Contractor is not an architect, engineer, or code consultant, and is not responsible for reviewing the Contract Documents to ensure code compliance, and the Contractor is not responsible for errors or omissions in the Contract Documents for compliance with applicable codes; provided, however, in accordance with California Public Contract Code Section 1104, the Contractor shall review the Contract Documents, and, in the event the Contractor discovers any error or omission in the Contract Documents with applicable codes, then the Contractor shall promptly notify the Authority of such error or omission.

(c) Davis-Bacon Wages and California Prevailing Wages; Payroll Compliance.

(i) The applicable Davis Bacon wage rates are attached to this Agreement as Exhibit H. A copy of the wage decision and any additional classifications shall be posted by the Contractor at the Property in a prominent place readily accessible to the workers. The Contractor shall and shall cause Subcontractors to pay the higher of: (i) the wages set forth in Exhibit H, or (ii) prevailing wages in the performance of the Work as those wages are determined pursuant to

Labor Code Sections 1720 et seq. Regardless of the payment of wages set forth in Exhibit H or pursuant to Labor Code Section 1720 et seq., the Contractor shall and shall cause Subcontractors to employ apprentices as required by Labor Code Sections 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR") and comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR. The Contractor shall and shall cause the Subcontractors to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code Sections 1720 et seq., and apprentices have been employed as required by Labor Code Sections 1777.5 et seq. Copies of the currently applicable current per diem prevailing wages are available from the DIR website, www.dir.ca.gov. During the performance of the Work, Contractor shall post at the Property the applicable prevailing rates of per diem wages. Contractor shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the Authority) the Authority against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Contractor and Subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., or to the extent applicable to pay wages in accordance with Exhibit H, to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulation or comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR in connection with the performance of the Work or any other work undertaken or in connection with the Property.

(ii) Each Subcontractor and any lower tier subcontractor shall submit through the Contractor to the Authority weekly certified payrolls for each work week from the time work is started until the Work is completed setting forth, among other things, that each worker has been paid in accordance with Section 2.12(c)(i). Weekly payrolls shall be completed and submitted promptly to the Authority, preferably no later than seven (7) work days following completion of the work week. Monthly progress payments will not be released until all payroll reports are up to date. All workers are to be paid not less than once per week.

(d) Department of Labor Notification. Within ten (10) calendar days of contract award (including subcontracts) for each contract of \$10,000.00 or more, the Authority is required to send a notice of contract award to the Regional Office of Federal Contract Compliance Programs of the Department of Labor. This notification is required by Executive Order 11246, as amended, and shall include the name, address, and telephone number of the contractor/subcontractor; the employer identification number; the dollar amount of the contract; the estimated start and completion dates; and the project number(s) and community in which the project(s) is located. The above information shall be submitted to the Authority, by the Contractor, within two (2) working days of receipt of such information as it applies to subcontractors.

Section 2.13 Authority's Right to Stop the Work.

If the Contractor fails to correct defective work as required by Article 23 of the General Conditions or fails to carry out the Work in accordance with the Contract Documents, the Authority by a written order signed by the Contracting Officer, may order the Contractor to stop the Work or any portion thereof until the cause for such order has been eliminated.

Section 2.14 Authority's Right to Carry Out the Work.

If the Contractor defaults or neglects to carry out the work in accordance with this Agreement and fails within seven (7) days after receipt of written notice from the Authority to commence and continue correction of such defects or neglect with diligence and promptness, the Authority may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the Authority may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued, deducting from the payments then or thereafter due the Contractor, the cost of correcting such deficiencies, including compensation for the Architect's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Authority.

Section 2.15 Section 3 Compliance.

The Contractor shall comply with Sections 38, 39, and 40 of the General Conditions regarding Section 3 and the requirements set forth in OHA Economic Opportunities Policy (Section 3).

Section 2.16 Equal Opportunity.

The Contractor, for itself and its successors and assigns, and transferees agrees that in the performance of the Work it shall comply with the requirements of Section 39 of the General Conditions regarding Equal Employment Opportunity.

Section 2.17 Minority and Women-Owned Business Participation.

Attached to this Agreement as Exhibit L is the Notice for Affirmative Action to Ensure Equal Employment Opportunity under Executive Order 11246, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications. It is the policy of the Authority to take positive steps to maximize the utilization of minority and women business enterprises in all contract activity administered by the Authority.

Section 2.18 Hazardous Materials.

(a) Contractor shall not permit any hazardous material or substance to be brought to or used on the Property except to the extent such hazardous material or substance is necessary to and customarily used in the projects like the Work. Any hazardous material or substance brought or used on the Property by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, shall be used, stored and disposed of in compliance with all applicable laws related to such hazardous materials or substances. Any damage to the Property and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or sub-subcontractors; and other property at the Property or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Work, resulting from the improper storage or use of hazardous materials or substances, shall be remedied by the Contractor at its

sole cost and expense in accordance with applicable laws. The Contractor shall provide the Authority notice of any release of hazardous materials or substance at the Property. In no event, however, shall the Authority have any responsibility for any substance or material that is brought to the Property by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible. The Contractor agrees not to import any fill that are hazardous, toxic or made up of any items that are hazardous or toxic.

(b) If Contractor's scope of work include the off-haul or contaminated soil, hazardous materials (including asbestos) remediation, or mold remediation, then Contractor shall comply with the requirements of all applicable federal, state and local laws, and any environmental reports provided to Contractor by the Authority, in the removal, transportation and disposal of the materials. Contractor shall obtain all necessary permits for any contaminated soil or hazardous materials or mold removal work. Contractor shall ensure that any Subcontractor performing any removal or remediation work possesses the necessary expertise, insurance and licenses. All contaminated and hazardous material shall be transported to an appropriately permitted facility. The Contractor shall and shall cause any Subcontractors performing the removal and remediation work to take all necessary safety precautions during the performance of the Work including but not limited to necessary protection of surrounding areas to prevent the spread of contamination, and the protection of workers performing the removal and remediation work.

Section 2.19 Insurance Requirements.

The Contractor shall, and shall cause any Subcontractors performing any portion of the Work to maintain insurance of the types described in Exhibit G. The requirements set forth in Exhibit G supersede those set forth in Section 36 of the General Conditions.

Section 2.20 Contractor's Obligations regarding Mechanic's Liens and Stop Notices.

(a) Contractor's Obligation to Maintain Lien-Free Title. Provided that the Authority has made payment of undisputed sums due and payable in accordance with this Agreement, if any claim of mechanic's lien or stop notice is filed or made against the real property in connection with the Work, the Contractor shall: (i) immediately pay and fully discharge the mechanic's lien or stop notice claim, (ii) commence a civil action pursuant to California Civil Code Section 3198 et seq., for the summary determination of the mechanic's lien or stop notice, or (iii) may deliver to the Authority a release of lien or stop notice by surety bond in a legally sufficient form and amount to discharge the mechanic's lien or stop notice. The Contractor shall provide whatever documentation, deposits or surety is reasonably required by the title insurance company providing title insurance on the Work in order to obtain lien-free endorsements prior to the Authority's payment of any payment, including any progress payment. If the Contractor fails to promptly provide the documentation, deposits, records of payment or surety bonds required by this Section, the Authority may (1) obtain any deposits or surety, or (2) make payments to claimants against the Work, the Contractor, the Authority, in good faith, as reasonably required to release the mechanic's lien or stop notice claim. The Authority may withhold the cost of obtaining such deposits or surety or of making such payments from any payment that would otherwise be due to the Contractor. Failure of the Authority to withhold any or part of any payment pursuant to this Section shall not be a waiver of any right of the Authority under the

Contract. Withholding of any payment or part of any payment by the Authority pursuant to this Section shall not be a breach of this Agreement.

(b) Withholding of Payments Due to Claims of Subcontractors. Provided that the Authority has made payment of undisputed sums due and payable in accordance with this Agreement, if any subcontractor, material supplier to the Work, or lower tier subcontractor or material supplier files or serves any claim or lien, stop notice, common count or other demand for payment against the Authority, or the real property of the Work, the Authority may either (1) withhold from any progress payment or other payment an amount up to one hundred and fifty percent (150%) of the amount necessary to satisfy the claim, stop notice, common count, or other demand for payment, including all anticipated costs and fees related to the defense of such claim, including but not limited to attorneys' fees, or (2) release the progress payment or other payment. Failure of the Authority to withhold any or part of a progress payment pursuant to this Section shall not be a waiver of any right of the Authority under this Agreement. Withholding of any payment by the Authority pursuant to this Section shall not be a breach of the Agreement.

ARTICLE 3

PAYMENT AND RECORD KEEPING REQUIREMENTS

Section 3.1 Contract Sum; Guaranteed Maximum Price.

(a) Contract Sum. The Authority shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Work. The "Contract Sum" is the Cost of the Work as defined in this Article 3 plus the Contractor's Fee. The Contract Sum is based on the Contractor's Schedule of Values attached as Exhibit D to this Agreement and incorporated herein.

(b) Contractor's Actual Costs. Costs as defined herein shall be actual costs paid by the Contractor. Discounts, rebates, and salvages shall only accrue to the Authority if advance funds have been provided by the Authority to secure such discounts, rebates, or salvages. All payments made by the Authority pursuant to this Article 3, whether those payments are actually made before or after the execution of this Agreement, are included within the Guaranteed Maximum Price; provided, however, that in no event shall the Authority be required to reimburse the Contractor for any portion of the Cost of the Work incurred prior to the issuance of the Notice to Proceed unless the Contractor has received the Authority's written consent prior to incurring such cost.

(c) No Duplication of Payment. Notwithstanding the breakdown or categorization of any costs to be reimbursed in this Article 3 or elsewhere, there shall be no duplication of payment in the event any particular items for which payment is requested can be characterized as falling into more than one of the types of compensable or reimbursable categories.

Section 3.2 Conditions Precedent to Disbursement of Funds for the Work.

The Authority shall not be obligated to make any payment to the Contractor or take any other action under this Agreement unless the following conditions are satisfied prior to each such disbursement:

(a) There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement.

(b) The Authority has received all payroll information required pursuant to Section 2.12(c) above; provided, however, the Authority shall withhold from any payment an amount proportionate to, or otherwise equal to, the missing payroll information. The Authority shall not withhold the full amount of a payment due solely to Contractor's failure to deliver complete payroll information.

(c) The Authority has received, and approved, the Application for Payment in the form set forth in Section 3.4 below.

(d) If requested by the Authority, the Contractor has provided the Authority with waiver and releases from all contractors, subcontractors, and material persons in such form as is acceptable to the Authority including conditional waivers from all persons for whose work in the preceding month payment is sought, and unconditional waiver and releases from all persons for whose work payment has been made by the Authority (or bonded around by Contractor in the event of a dispute between the Contractor and a Subcontractor) in response to Contractor's Application for Payment.

Section 3.3 Application for Payment Process.

(a) Submission of Application for Payment. The Authority shall provide payment to the Contractor for the performance of the Work based upon a monthly Application for Payment from Contractor, and approved by the Authority, in an amount equal to ninety-five percent (95%) of the requested payment amount, and shall retain the balance for payment in accordance with Section 3.5 below (the "Retention Amount"), all subject to the requirements set forth in Section 27 of the General Conditions. In the event the Authority disapproves a monthly Application for Payment, then the Authority shall deliver a written notice of disapproval within seven (7) days after the Authority's receipt of the Application for Payment.

(b) Form of Application for Payment. In addition to the requirements set forth in Section 27 of the General Conditions (including Contractors certification requirement), each of Contractor's application for payment (an "Application for Payment") shall: (i) set forth the proposed use of funds consistent with the Contractor Schedule of Values, including the Cost of the Work to be funded; (ii) contain sufficient detail and with sufficient supporting documentation to permit the Authority to confirm that the work to be funded by the draw request has been performed, and that the Authority may accept such work in accordance with the guidelines established by HUD to the extent applicable; and (iii) be set forth on the AIA form for application of payment, or such other form mutually acceptable to the Parties.

(c) Payment by the Authority. The Authority shall pay each approved Application for Payment within thirty (30) days after receipt. In the event the Authority fails to pay an approved Application for Payment, then interest shall accrue on such amount in accordance with California Public Contract Code Section 20104.50.

Section 3.4 Conditions Precedent to Release of Retention Amount.

The Authority shall not be obligated to make the disbursements of the Retention Amount or take any other action under this Agreement unless the following conditions are satisfied prior to such disbursement:

(a) There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement.

(b) All labor has been performed in a good workperson-like manner consistent with this Agreement.

(c) To the maximum extent permitted by law, all persons, firms and corporations, including all laborers, material persons, suppliers and Subcontractors who have furnished equipment, supplied materials or performed work for or in connection with the Work, (the "Potential Claimants"), have been paid or will be paid in full out of the remaining retained percentage; and those persons, firms and corporations have submitted their final statements with an unconditional waiver and release upon final payment. The Contractor shall make these waivers available for inspection by the Authority. In the event a dispute has arisen between the Contractor and one of the parties listed above which prevents the Contractor from obtaining the waiver of rights from that party, the Contractor may satisfy the requirements of this subsection by supplying a payment bond issued by a surety licensed to do business in the State of California and acceptable to the Authority to remove the effect of any claim against the Property and agree to defend and indemnify the Authority against all actions filed by persons who have supplied materials to or performed work for or in connection with this Agreement.

(d) All portions of the Work (that are the responsibility of the Contractor) requiring inspection by any governmental authority have been inspected and approved by such authority and all requisite certificates of occupancy, approvals, licenses and permits (if applicable) that are the responsibility of the Contractor, have been issued.

(e) To the extent applicable, the Authority has received operating manuals and assignments of warranties of the Contractor, all subcontractors and material persons.

(f) Thirty (30) days have elapsed from the Authority's recordation of the Acceptance Certificate.

(g) If requested by the Authority, the Contractor has delivered to the Authority a final accounting of the actual Cost of the Work, and the Savings, if any, and/or the Authority's accountant has completed a cost certification for the Work.

(h) All items on the punch-list related to the Work have been completed and accepted by the Authority, and the Authority has issued an Acceptance Certificate pursuant to Section 2.9 above and Section 20 of the General Conditions.

Notwithstanding the above, a portion of the Retention Amount may be released to certain Potential Claimants performing work early in the Work subject to the approval of the Authority in its reasonable discretion, prior to satisfaction of all conditions set forth in this Section 3.5 if such Potential Claimants have provided the Authority unconditional releases.

Section 3.5 Information.

Contractor shall provide any information reasonably requested by the Authority in connection with the performance of the Work, including (but not limited to) any information required by HUD.

ARTICLE 4
TERM; DEFAULT; REMEDIES

Section 4.1 Term.

The term of this Agreement shall extend from the date first written above until the earlier of (i) an uncured default under this Agreement, or (ii) the Authority's written acceptance of the Work as completed through the issuance of an Acceptance Certificate; provided, however the indemnification and warranty provisions set forth in this Agreement and/or the General Conditions shall survive the expiration of the term.

Section 4.2 Events of Default by Contractor.

The Contractor shall be in default under this Agreement, if the Contractor, after five (5) days notice and opportunity to cure:

- (a) subject to Section 32(b) of the General Conditions, refuses or fails to prosecute the Work, or any separable part of it, with the diligence that will insure its Substantial Completion within the Contract Time, or fails to complete the Work within this time;
 - (b) is in substantial breach of any provision of this Agreement;
 - (c) is adjudged bankrupt or there is a general assignment for the benefit of creditors or the appointment of a receiver due to insolvency;
 - (d) refuses or fails to supply sufficient skilled workmen or materials;
 - (e) repeatedly fails to make prompt payment to subcontractors for materials or labor;
- or
- (f) repeatedly or materially disregards the applicable laws, local ordinances, or Authority instructions.

Section 4.3 Remedies.

(a) The occurrence of any default by Contractor set forth in Section 4.2 above, shall give the Authority the right to take whatever action at law or in equity as may appear reasonably necessary to enforce performance or observance of any obligations, agreements, or covenants under this Agreement, including without limitation: (i) termination of this Agreement, (ii) without liability, taking possession of the Property and of all materials, equipment, tools, and construction and demolition equipment and machinery thereon owned by the Contractor; (iii) acceptance of assignment of subcontracts; and, (iv) completion of the Work by whatever reasonable method the Authority may deem expedient.

(b) In the event of a termination, the Authority shall immediately serve written notice on the surety and the Contractor. The surety shall have the right to take over and perform the Work if within ten (10) days of receiving the notice, it so notifies the Authority and commences work.

(c) In the event of termination, the Contractor shall not be entitled to receive any further payment until the Work is completed, and applicable lien periods have expired. If the unpaid balance of the Contract Sum exceeds the expense of completing the Work, plus compensation for additional managerial and administrative services, the excess shall be paid to the Contractor. If the expense exceeds the unpaid balance, the Contractor and surety shall be liable for the difference to the Authority.

Section 4.4 Remedies Cumulative.

No right, power, or remedy given to the Authority by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the Authority by the terms of any such instrument, or by any statute or otherwise against Contractor and any other person. Neither the failure nor any delay on the part of the Authority to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the Authority of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 4.5 Termination for Convenience.

The Authority shall have the right to terminate this Agreement for convenience pursuant to Section 34 of the General Conditions; provided, however, in the event such termination occurs prior to the Contractor completing fifty percent (50%) of the Work, then the Contractor shall be entitled to receive fifty percent (50%) of the Contractor's Fee set forth in Exhibit D, in the event such termination occurs after the Contractor completing fifty percent (50%) of the Work, then the Contractor shall be entitled to the payment set forth in Section 34 of the General Conditions.

ARTICLE 5
PARTIES' DISPUTES

Section 5.1 Definition of Claim Governed by Dispute Clause.

"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 Agreement terms, or other relief arising under or relating to this Agreement. A claim arising under the Agreement, unlike a claim relating to the Agreement, is a claim that can be resolved under the Agreement 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 Article, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

Section 5.2 Applicability of Dispute Clause.

Except for disputes arising under applicable labor standards (i.e., Davis-Bacon and Related Acts), all disputes arising under or relating to this Agreement, including any claims for damages for the alleged breach thereof which are not disposed of by the Agreement, shall be resolved under this Article. This Article supplements Section 31 of the General Conditions.

Section 5.3 Written Claims to be Submitted to Contracting Officer.

All claims by Contractor shall be made in writing and submitted to the Contracting Officer for a written decision.

Section 5.4 Notice of Decision or Decision Date.

The Contracting Officer shall, within fifteen (15) days after receipt of the request, decide the claim or notify Contractor of the date by which the decision will be made. In no event shall the Contracting Officer render a decision later than sixty (60) days from the receipt of the request.

Section 5.5 Effect of Contracting Officer's Decision.

The Contracting Officer's decision shall be final unless Contractor submits a demand for arbitration within the applicable statute of limitations, in accordance with Section 5.8 below.

Section 5.6 Contractor's Duty to Perform Pending Claim Resolution.

Contractor shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Agreement, and comply with any decision of the Contracting Officer.

Section 5.7 Identification of Contracting Officer.

For purposes of this Agreement, Authority's Contracting Officer shall be the Authority Executive Director or his or her designee.

Section 5.8 Arbitration of Disputes.

In the event the Contractor disputes the Contracting Officer's determination, then the Parties shall submit the dispute to binding arbitration which, unless the Parties mutually agree otherwise, shall be in accordance with the Arbitration Rules and Procedures of JAMS (the "JAMS Rules") currently in effect, unless arbitration is not required pursuant to Section 5.9, in which event Contractor shall proceed in accordance with Section 31 of the General Conditions. The demand for arbitration shall be filed in writing with the Authority and with JAMS. The arbitration panel shall consist of a single arbitrator and the process for the arbitration shall proceed in accordance with the then current JAMS Rules. A demand for arbitration shall be made within thirty (30) days following the Contracting Officer's determination, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

Section 5.9 Situations when Arbitration Not Applicable.

The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof. This Agreement to arbitrate shall not apply if (1) any person or entity whom either party believes is necessary or beneficial to the full resolution of the claim (including but not limited to the Architect) cannot be joined in or bound by the arbitration proceeding, or (2) any person or entity whom either Party believes is necessary as a witness for such a proceeding is not available for such a proceeding, or (3) the amount in controversy exceeds \$50,000, or (4) if any change in the Contract Time or change in the date set forth for Substantial Completion could result from the arbitration.

Section 5.10 Judgment on Final Award.

The arbitrator shall make an award in writing that is consistent with the terms of this Agreement (including but not limited to the terms governing payment of attorneys' fees) and the laws of the state of California, and that includes findings of fact and a reasoned decision. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 6
FEDERAL REQUIREMENTS

Section 6.1 Certain Requirements.

Contractor shall comply with all applicable state and federal laws, rules and regulations, including but not limited to the requirements of the following, as the same may be amended from time to time:

- (a) The requirements of Executive Order 11246 as more particularly set forth in Exhibit L;
- (b) The Fair Housing Act, 42 U.S.C. 3601-19, and regulations issued thereunder, 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) and regulations issued thereunder, 24 CFR Part 107; the fair housing poster regulations, 24 CFR Part 110, and advertising guidelines, 24 CFR Part 109;
- (c) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and regulations issued thereunder relating to nondiscrimination in housing, 24 CFR Part 1;
- (d) Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and regulations issued thereunder, 24 CFR Part 146;
- (e) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, and regulations issued thereunder, 24 CFR Part 8; the Americans with Disabilities Act, 42 U.S.C. 12181-89, and regulations issued thereunder, 28 CFR Part 36; and
- (f) The Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35.

Section 6.2 Recordkeeping, Audit & Reporting Requirements.

(a) Recordkeeping; Access. Contractor's books and records pertaining to its performance under this Agreement shall be kept in accordance with generally accepted accounting principles, and shall be retained for at least three (3) years after the Authority makes final payment to Contractor under this Agreement and all other pending matters are closed. Contractor agrees to grant a right of access to the Authority, HUD, any agency providing funds to Authority, the Comptroller General of the United States, and any of their authorized representatives, with respect to any books, documents, papers, or other records pertinent to this Agreement in order to make audits, examinations, excerpts, and transcripts. The Authority shall notify Contractor of any records it deems insufficient. Contractor shall have fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the Authority in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Contractor shall begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

(b) Contractors. The Contractor agrees to include in first-tier subcontracts under this Agreement a clause substantially the same as paragraph (a). The term "subcontract" as used in this clause excludes contracts and purchase orders not exceeding Ten Thousand Dollars (\$10,000).

(c) Access for Disputed Matters. The period of access and examination under paragraphs (a) and (b) for records relating to (1) appeals under the Dispute Section of this Agreement; (2) litigation or settlements of disputes arising from the performance of this Agreement; or (3) costs and expenses of this Agreement to which the Authority, 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.

(d) Audit. The Authority, HUD, any agency providing funds to Authority, the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right to perform any audit of Contractor's finances and records related to its performance under this Agreement, including without limitation, the financial arrangement with anyone Contractor may delegate to discharge any part of its obligations under this Agreement.

Section 6.3 Interest of Members of Congress.

No Member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

Section 6.4 Interest of Member, Officer, or Employee and Former Member, Officer, or Employee of Authority.

No member, officer, or employee of the Authority, no member of the governing body of the locality in which the project is situated, no member of the governing body by which the Authority 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 or such longer time as the Authority's Code of Ethics may require, have any interest, direct or indirect, in this Agreement or the proceeds thereof, unless the conflict of interest is waived by the Authority and by HUD.

Section 6.5 Lobbying Activities.

The Contractor shall comply with 31 USC 1352 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, an 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, loan, or cooperative agreement. The Contractor further agrees to comply with the requirement of such legislation to furnish a disclosure (OMB Standard Form LLL) 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, which payment would be prohibited if made from Federal appropriated funds.

ARTICLE 7
GENERAL PROVISIONS

Section 7.1 Relationship of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the Authority and Contractor or its agents, employees or subcontractors, and Contractor shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Contractor has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the performance of the Work, Contractor shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and shall include requirements in each contract that subcontractors shall be solely responsible for similar matters relating to their employees. Contractor shall be solely responsible for its own acts and those of its agents and employees. Contractor is not authorized to act on behalf of the Authority with respect to any matters except those specifically set forth in this Agreement. The Authority shall not have any liability or duty to any person, firm, corporation, or governmental body for any act of omission or commission, liability, or obligation of Contractor, whether arising from actions under this Agreement or otherwise. The Authority agrees to exercise all reasonable efforts to enable Contractor to perform the Work in the best way and most expeditious manner by furnishing and approving, in a timely manner, information required by the Contractor and making payments to the Contractor in accordance with the requirements of the Contract Documents.

Section 7.2 No Claims.

Nothing contained in this Agreement shall create or justify any claim against the Authority by any person that Contractor may have employed or with whom Contractor may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the performance of the Work, and Contractor shall include similar requirements in any contracts entered into for the performance of the Work.

Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement shall be valid unless made in writing by the Parties.

Section 7.4 Indemnification.

(a) To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Authority, and its commissioners, the Architect, their consultants, and agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 7.4.

(b) In claims against any person or entity indemnified under this Section 7.4 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 7.4 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

(c) The provisions of this Section shall survive the termination or expiration of the Agreement.

Section 7.5 Non-Liability of Authority Officials, Employees and Agents.

No member, official, employee or agent of the Authority shall be personally liable to Contractor in the event of any default or breach by the Authority or for any amount which may become due to Contractor or its successor or on any obligation under the terms of this Agreement.

Section 7.6 No Third Party Beneficiaries.

There shall be no third party beneficiaries to this Agreement.

Section 7.7 Conflict of Interest.

Contractor covenants that neither it nor any of its directors, officers, partners or employees has any interest, nor shall acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by it.

Section 7.8 Representatives; Authorization.

(a) Representation. To facilitate communication, the parties to this Agreement shall designate a representative with responsibility for the routine administration of each Party's obligations under this Agreement. The Parties initially appoint the following as representatives:

Authority: Bridget Galka and/or Equity Community Builders, LLC, ("ECB") as the Authority's construction manager; provided, however, ECB shall have no authority to approve any Change Order amending the Contract Sum, or otherwise amend the Contract Sum, on behalf of the Authority

Contractor: Blair Allison

(b) Authorization. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent, request, or other action by the Authority is required or permitted under this Agreement, such action may be given, made, or taken by the Authority's Executive Director and/or his designee, without further action or approval by the Authority Board of Commissioners, and any such action shall be in writing. The Executive Director and/or his designee may, in his or her discretion, agree in writing to modification of the dates by which action are to be complete or to waive any terms and conditions of this Agreement. The Executive Director and/or his designee is authorized to execute all ancillary documents necessary to effectuate the intent of this Agreement, and to negotiate and execute amendments to this Agreement substantially in conformance with the intent of this Agreement.

Section 7.9 Notices, Demands and Communications.

Formal notices, demands, approvals, claims, and communications between the Parties shall be in writing and shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

Authority: Oakland Housing Authority
1619 Harrison Street
Oakland, CA 94612
Attn: Bridget Galka

and a copy to: (Fill In)

Contractor: (Fill In)

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 7.10 Applicable Law.

This Agreement shall be governed by California law.

Section 7.11 Parties Bound.

Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns.

Section 7.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

Section 7.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.14 Waivers.

Any waiver by the Authority of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the Authority to take action on any breach or default of Contractor or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Contractor to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the Authority to any act or omission by Contractor shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the Authority's written consent to future waivers.

Section 7.15 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 7.16 Entire Understanding of the Parties.

This Agreement constitutes the entire understanding and agreement of the Parties with respect to the performance of the Work.

Section 7.17 Contingency.

The Schedule of Values includes a Contractor's contingency in the amount of One Hundred Thousand Dollars (\$100,000) (the "Contractor's Contingency"). The Contractor's

Contingency may be used at the discretion of the Contractor, with regular reporting to the Authority on usage or proposed usage, for any and all items deemed necessary by the Contractor, in the direct performance of the Work. The Contractor's Contingency is not intended to cover any additions in the scope of work. Any unused portion of the Contractor's Contingency shall be credited to the Authority as savings as set forth above.

Section 7.18 Allowance.

The term "Allowance" may be frequently found within the Schedule of Values and GMP Proposal. The only Allowances to be treated as contractual Allowances (where cost associated with the Allowance are reported and reconciled against that Allowance) will be those that are listed in the Schedule of Values and GMP Proposal as "Contract Allowance".

Section 7.19 Builder's Risk Insurance.

The Authority shall purchase and maintain a Builder's Risk Insurance policy, and shall include the interests of the Authority, the Contractor, and Subcontractors. All deductible amount will be the responsibility of the Authority. In the event the Authority chooses to forego earthquake, flood, or any other specific coverage, any damages due to such events and not covered by the policy shall be the responsibility of the Authority.

Section 7.20 Contractor License.

Contractor hereby warrants and represents that it is a duly licensed contractor under the laws of the State of California and that its contractor's license number is 300647 A B.

Section 7.21 Hazardous Materials.

(a) If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to polychlorinated biphenyl (PCB), but specifically excluding lead paint and asbestos, encountered on the Property by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Authority in writing.

(b) To the extent applicable, the Authority shall utilize the services of Fugro to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Authority and the Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished pursuant to a Change Order.

(c) To the fullest extent permitted by law, the Authority shall indemnify and hold harmless the Contractor, Subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work in the affected area provided that all of the

following conditions are satisfied: (i) the material or substance presents the risk of bodily injury or death as described in Section 7.21(a) and has not been rendered harmless in accordance with Section 7.21(b), (ii) that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and (iii) that such damage, loss or expense is not due to the negligence or willful misconduct of a party seeking indemnity. Notwithstanding the foregoing, nothing in this Section 7.21 shall be deemed to limit the Contractor's obligation to take reasonable precautions to prevent foreseeable bodily injury or death to persons in the performance of the Work.

Section 7.22 Consequential Damages.

Notwithstanding any provision herein to the contrary, in no event shall the Contractor be liable for consequential damages arising out of or relating to this Agreement in amount in excess of twenty percent (20%) of the Contractor's Fee. Nothing contained in this Section 7.20 shall be deemed to preclude an award of actual damages to the Agency, when applicable, in accordance with the requirements of the Contract Documents.

Section 7.23 Conflict Among Contract Documents.

In the event of any conflict between the terms of this Agreement and the other Contract Documents, the terms of this Agreement shall control. In the event of any conflict between the terms of this Agreement and the Exhibits, unless otherwise noted, the terms of this Agreement shall control; provided, however, the clarifications to the Scope of Work, included in Exhibit D, represent modifications to the plans and specifications which are deemed acceptable by the Authority.

Section 7.24 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their duly authorized officers and shall become effective as of the date first above written, it being the intent of the Parties that the Authority be the last of the Parties to sign this Agreement.

AUTHORITY:

**OAKLAND HOUSING AUTHORITY, a public
body, corporate and politic**

By: _____

Name: _____

Its: _____

CONTRACTOR:

(Contractors Name)., a California corporation

By: _____

Name: _____

Its: _____

SAMPLE

EXHIBIT A
Site Plan/Legal Description

SAMPLE

EXHIBIT B
Demolition Schedule

SAMPLE

EXHIBIT C
List of Subcontractors

SAMPLE

EXHIBIT D
Contractor Schedule of Values, Qualifications & Exclusions

SAMPLE

EXHIBIT E
List of Drawings and Specifications

SAMPLE

EXHIBIT F

HUD form 5370 (11/2006), General Conditions for Construction Contract

The following modifications and amendments are hereby incorporated into HUD form 5370 (11/2006), General Conditions for Construction Contract:

1. Section 6, Page 2. The word "five" in the first sentence is deleted and replaced with the word "thirty".
2. Section 9(h), Page 5. The word "indicated" in the first and second sentence is hereby deleted and replaced with the word "agreed".
3. Section 12(a), Page 6. The following clause is hereby added to the end of the second sentence "and as designed by the Architect". The third sentence is hereby deleted.
4. Section 12(b), Page 6. The entire Section 12(b) is hereby deleted.
5. Section 17 (a), Page 7. The entire Section 17(a) is hereby deleted.
6. Section 17(b), Page 7. The first sentence is hereby deleted.
7. Section 20(h), Page 8. The following clause is added to the end of the sentence "after ten (10) days written notice to the Contractor".
8. Section 20(i), Page 8. The entire Section 20(i) is hereby deleted.
9. Section 21(a), Page 8. The final sentence is hereby deleted.
10. Section 25, Page 9. The number "100" is hereby inserted into the blank.
11. Section 27(c), Page 9. The entire Section 27(c) is hereby deleted.
12. Section 28 (c), Page 10. The entire Section 28(c) is hereby deleted.
13. Section 29(h), Page 11. The number "30" is hereby deleted and replaced with the number "10".
14. Section 30(b), Page 11. The final sentence is hereby deleted.
15. Section 31(d), Page 11. The number "60" is hereby deleted and replaced with the number "30".
16. Section 33, Page 12. The entire Section 33 is hereby deleted.

17. Section 36, Page 13. The entire Section 36 is hereby deleted.

SAMPLE

EXHIBIT G
Insurance Requirements

General Requirements

- i. During the performance of the work and until its acceptance by the Authority, the Contractor and each Subcontractor shall maintain in full force public liability and property damage insurance in accordance with this Exhibit G.
- ii. Before commencing work, the Contractor and each of its Subcontractors shall furnish the Authority with a Certificate of Insurance, in triplicate (naming the Oakland Housing Authority as the Certificate Holder) indicating insurance coverage with respect to the liability assumed under the provisions of this Exhibit, and shall further indicate the insurance coverage is in force and will cover all operations under the contract with minimum limits as shown below:

Contractor

1. Worker's Compensation Insurance that meets statutory limits and Employer's Liability limit at not less than \$1,000,000 per occurrence.
2. Commercial General Liability including Blanket Contractual Liability, Employees as Additional Insured, Completed Operations-Products Liability, and deletion of any exclusion pertaining to explosion, collapse, and underground property damage hazards, Personal Injury Liability endorsement, Property Damage Liability including Broad Form Property Damage endorsement.

The minimum limits of liability shall be:

Contractor:
\$5,000,000 Combined Single Limit per Occurrence Bodily Injury and Property Damage
\$5,000,000 General Aggregate Limit
\$5,000,000 Products and Completed Operations Aggregate

Products and Completed Operations Insurance shall be maintained for a minimum period of two years after final payment, and contractor shall continue to furnish evidence of such coverage to the Authority on an annual basis during the aforementioned period.

Liability Insurance shall be written to cover all claims incurred during the term of this Agreement or out of any work performed pursuant to the Agreement, regardless of when such claim shall be first made against the Authority and/or Contractor. Should any required liability insurance be written on a claims-made basis, Contractor shall continue to provide such evidence of coverage for four years after completion and acceptance of the Project.

3. Comprehensive Automobile Liability Insurance applicable to any owned, non-owned or hired vehicles in limits not less than the following:

\$5,000,000 per occurrence Combined Single Limit of Bodily Injury and Property Damage Liability.

The limits required in numbers 2 and 3 above may be satisfied through any combination of limits under primary liability and automobile liability policies and excess/umbrella liability policies.

Subcontractors

The Contractor shall require that all Subcontractors maintain and provide evidence of insurance as follows:

Commercial General Liability:	
Bodily Injury & Property Damage:	\$1,000,000 per occurrence;
Personal Injury:	\$1,000,000;
General Aggregate:	\$1,000,000;
Products/Completed Operations Aggregate:	\$1,000,000;
Automobile Bodily Injury and Property Damage Liability:	\$1,000,000 per occurrence;
and	
Workers' Compensation Statutory Employers' Liability	\$1,000,000

With the exception of Workers' Compensation insurance, each policy shall be endorsed to include the Authority and the Contractor as additional insureds, and shall also provide the following:

All liability policies shall be endorsed to state that the Subcontractor's coverage shall be considered primary and non-contributory and that any liability insurance carried by the Authority or Contractor shall be considered excess.

All policies of insurance required of the Subcontractor shall be endorsed to state that the insurer will provide the Authority and the Contractor with a thirty (30) day notice of cancellation or non-renewal. Prior to the time of commencement of the subcontract Subcontractors shall be required to deliver to the Contractor certificates providing evidence of the insurance required under this provision, along with copies of the endorsements required above.

Hazardous Materials: The Contractor shall require the hazardous materials removal subcontractor(s) to provide insurance for liability arising out of removal and disposal of all hazardous materials from the Property. Such insurance shall be for the minimum limits of \$5,000,000 per occurrence and \$5,000,000 in the aggregate, and shall name Oakland Housing Authority and Contractor as additional insureds. The limits required in this Paragraph B may be satisfied by any combination of primary and excess/umbrella policies.

The Contractor shall take responsible steps to insure that each of the Subcontracts and subordinate subcontractors assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of operations within the scope of work provided for under the Contract, and shall cooperate with the insurer in all litigated claims and demands or defense which the insurer is called upon to adjust or resist which arise out of said work.

Proof of the above insurance policies furnished at Contractor's expense, and applicable to all operations under the Contract, must be provided to the Authority prior to commencement of work under a Contract. Coverage shall be placed with insurance companies with A.M. Best Co.'s rating of no less than A-VII. The policy must name Authority as an additional insured and the consultant must provide Authority with Certificates of Insurance for the preceding coverage's. The insurance policies must provide a 30-day notice of cancellation and be primary to any other insurance carried by Authority.

SAMPLE

EXHIBIT H
Davis Bacon Wage Rates, dated _____

SAMPLE

EXHIBIT I
OHA Economic Opportunities Policy (Section 3)

SAMPLE

EXHIBIT J
Section 3 Certification

SECTION 3 AFFIRMATIVE ACTION PLAN

In accordance with the Housing and Urban Development Act of 1968, as amended, and the regulations pursuant to that Act.

(Contractor)

Agrees to comply with Section 3 of that Act by assuring that to the greatest extent feasible:

- Training and employment opportunities will be given to lower income residents of the project; and
- Contracts for work in connection with the project will be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of project.

_____ will initiate the following actions to insure utilization of lower income project residents as employees or trainees and to incorporate project area small business as subcontractors and supplies:

1. The Contractor will establish and maintain a directory of service organizations, job referral agencies and manpower training programs operating within, or serving, project area residents.
2. The Contractor will submit prior to the award of a contract, a signed assurance to comply with Section 3 regulations and requirements.
3. The Contractor will provide, prior to the signing of a contract, a statement of new work force needs, including trainee positions.
4. The Contractor will notify Community based organizations of available employment opportunities, and shall maintain records of response from such organizations.
5. The Contractor will undertake personal recruitment efforts directed to such service organizations and to schools with lower income resident training programs.
6. The Contractor will maintain a file of the names and addresses of each low income resident worker referred and what action was taken with respect to each referred worker. (Attached)

7. The Contractor will include the Section 3 clause in every subcontract for work in connection with H.U.D. projects. (Attached)
8. For each subcontract, the Prime Contractor will submit, prior to Contract award, the Section 3 Affirmative Action Plans of its subcontractors.
9. The Contractor will not attempt to circumvent Section 3 Provisions.
10. The Contractor will make a good faith effort to employ or fill training positions with lower income project area residents, will, as a minimum, provide evidence of the following:
 - (a) Attempts to recruit from the project area through location advertising media, community organizations, public and private agencies operating within or serving the project area, such as the State Employment Department, and the Private Industry Council.
 - (b) Maintain a list of all lower income area residents who have applied either on their own or referral from any source, and if such persons, if otherwise qualified, have been employed.
11. The Contractor will make a good faith effort to incorporate project area businesses as Subcontractors and Suppliers.
12. The Contractor will provide the Section 3 workforce and business utilization reports required under this contract.

_____ fully realizes failure or refusal to comply and give satisfactory assurances of future compliance with the requirements of this Affirmative Action Plan shall be proper basis for any or all of the following actions: Cancellation, termination or suspension in whole or in part of the contract; a determination of ineligibility or debarment from any further contracts under any federal program with respect to which the failure or refusal occurred until satisfactory assurances of future compliance have been received.

Authorized Signature _____ Date

EXHIBIT K
Form Notice to Proceed

Contract No. _____

(Name of Contractor)

Date _____

(Street Address)

Project No. _____

Location _____

(City, State and Zip Code)

Gentlemen (or Dear Sir):

Pursuant to the terms of your contract, dated _____
20____ for _____

(General Construction) (Plumbing) (Heating) (Electrical)
you are hereby notified to commence work thereunder at the state of business on
_____, 20____. The Time for Substantial Completion set forth in
the contract is _____, calendar days, including the starting day,
which establishes _____, 20____, as the substantial
completion date.

Please note carefully and fulfill the requirements of the Insurance Exhibit relative to the
submittal and approval of Workmen's Compensation and Manufacturer's and Contractor's public
liability insurance.

You are informed that the Executive Director has been appointed Contracting Officer and is duly
authorized to administer your contract for, and in the name of, this Housing Authority of
_____.

Under separate cover, there is being forwarded to you one executed set of Contract Documents,
consisting of the Contract, Performance and Payment Bond(s) Specifications, and Drawings.

You are instructed to submit for our approval a breakdown of your contract price on the enclosed
forms without delay per the Special Conditions.

Please acknowledge receipt of this Notice by signing and dating, and return all copies promptly
to this office.

Very truly yours,

Enclosure

OAKLAND HOUSING AUTHORITY

By _____

EXHIBIT L

Notice for Affirmative Action to Ensure Equal Employment Opportunity under Executive Order 11246, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications

SAMPLE

EXHIBIT M
Conditions of Approval

SAMPLE

SAMPLE

EXHIBIT O
Removal Action Workplan Letter

SAMPLE

SAMPLE

AGREEMENT

between the

OAKLAND HOUSING AUTHORITY

and

(CONTRACTORS NAME)

_____, 2008

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Oakland Housing Authority

INSURANCE REQUIREMENTS

Consultant/Contractor/Organization 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 the work hereunder by the Consultant/Contractor/Organizer, its agents, representatives, or employees. (Contractors are only required to provide Certificate of Insurance that is pertinent to the work they will be providing to the Authority.)

Minimum Scope of Insurance

Coverage shall be as least as board as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.
5. Fidelity Bond appropriate to the on/off site personnel - coverage is to be endorsed to include indemnification from misconduct and dishonesty of contractor's/consultant's personnel.
6. Cyber Security Insurance coverage is to be endorsed to include indemnification from breach of contract and unauthorized client data access.
7. Contractors Pollution Liability Insurance as required by the State of California Clean Air Act of 1988 (AB2595) and the Environmental Protection Agency (EPA).

Minimum Limits of Insurance

Consultant/Contractor/Organizers shall maintain limits no less than:

1. General Liability: **\$2,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(Including operations, products and completed operations, as applicable.)

Oakland Housing Authority

2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: **\$1,000,000** per accident for bodily injury and property damage.
4. Builders Risk Insurance: **\$1,000,000** per occurrence for direct physical property damage.
5. Cyber Insurance: **\$1,000,000** per occurrence to cover both 1st and 3rd party claims through the entire contract; \$200 per record per occurrence in the amount not to exceed the cost of the full contract.
6. Contractors Pollution Liability **\$2,000,000** per occurrence to cover both lead and asbestos hazardous exposure and environmental emissions.

Deductible and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees and volunteers; or the Consultant/Contractor/Organizers shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability is to contain, or be endorsed to contain, the following provisions.

1. The Authority, its commissioners, members, officers, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant/Contractor/Organizer; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor/Organizer.
2. For any claims related to this project, the Consultant's/Contractor's/Organizer's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority, its commissioners, members, officers, agents, employees or volunteers shall be excess of the Consultant's/Contractor's/Organizer's insurance and shall not contribute with it.

Oakland Housing Authority

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after (30) days' prior written notice by certified mail, returned receipt requested, has been given to the Authority.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its commissioners, members, officers, agents, employees and volunteers.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI, unless otherwise acceptable to the Authority.

Verification of Coverage

Consultant/Contractor shall furnish the Authority with certificates of insurance and with original endorsements evidencing coverage required by this clause. All certificates and endorsements are to be received and approved by the Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**Oakland Housing Authority shall be named as an additionally insured on all policies, certificate of insurance and endorsements.*

VENDOR PROTESTS AND CLAIMS PROCEDURES

**(As extracted and revised
from Oakland Housing Authority
Contracting and Purchasing Procedures)**

SECTION 1.19 VENDOR PROTESTS AND CLAIMS PROCEDURES

The following are the definitions of terms used in this section.

Definitions:

OHA: The abbreviation for the Housing Authority of the City of Oakland, California.

Contracting

Officer: The Executive Director of OHA or the person designated by the Executive Director in writing.

Vendor. The person or firm that is involved in bidding, proposing, or quoting on an OHA material or service requirement, or has contracted with OHA to provide material or perform a service, or a person who has an interest in such matters.

Claim: The assertion of facts which serves as the basis for a demand of payment, reimbursement, or compensation believed by the vendor to be due the vendor. The claim must be submitted in writing, by the affected vendor, on the "Notice of Protest or Claim" form (MMO9501) furnished by OHA (copy attached).

Protest: A written complaint about, or an objection to, an administrative action or decision by OHA. The protest must be submitted, including any and all facts on which it is based, by the affected vendor, on the "Notice of Protest or Claim" form (MMO-9501) provided by OHA (copy attached).

Response to

Solicitation: The vendor's written bid, quotation or proposal submitted in response to OHA's call for bids, quotations or request for proposals.

Who May Submit A Protest or Claim:

Any person as defined above in "Vendor" may submit a protest or claim.

Vendor protests, claims, or disputes shall be resolved using the following procedures:

A. Vendor protests prior to bid, quote or proposal opening:

1. Vendor must submit a written notice of protest to OHA's Contracting Officer eight or more calendar days prior to the date set for the bid, proposal, or quotation opening.
2. Immediately upon receipt of the vendor's notice, the Contracting Officer shall date-stamp the notice and send a letter to the vendor acknowledging receipt of the notice. The Oakland Housing Authority acknowledgement shall indicate if the notice was filed within if required time period. A late notice is not eligible for consideration under this procedure. Any protest received after eight days prior to the date set for the bid, proposal, or quotation opening may be rejected without further consideration or may be considered under paragraph B below at the direction of the Contracting Officer.
3. Contracting Officer shall review the solicitation record to ensure the information provided by the protesting vendor is accurate. Based on a review of the vendor's protest and other relevant information, the Contracting Officer shall prepare a "Finding of Fact."
4. Based upon the "Finding of Fact," the Contracting Officer may elect to:
 - a. Amend the Invitation to Bid by addendum to all prospective vendors. Addendum is to be mailed by registered mail, four or more days prior to the date of scheduled bid opening.
 - b. Terminate the current Invitation to Bid, Quote, or Request for Proposal.
 - c. Reject the claim in writing, detailing reason(s) for the rejection.

B. Protests after the bid, quote, or proposal opening, but prior to award of contract:

1. Vendor must submit a written notice of protest to the Authority's Contracting Officer within three calendar days of the bid opening date.
2. Immediately upon receipt of the vendor's notice, the Contracting Officer shall date-stamp the notice and send a letter to the vendor acknowledging receipt of the notice. The Oakland Housing Authority acknowledgement shall indicate if the notice was filed within the required time period. A late notice is not eligible for consideration under this procedure.
3. The vendor's protest, along with the solicitation's tabulation sheet, scope of work, copies of all responses received, and any other relevant documents shall be provided to the Contracting Officer. The Contracting Officer shall review the vendor's protest and the circumstances and prepare a "Finding of Fact."

Oakland Housing Authority

CONTRACTING & PURCHASING PROCEDURES

4. Based upon the "Finding of Fact;" the Contracting Officer may take any of (but is not limited to) the following actions:
 - a. Allow the vendor to withdraw the vendor's response to the solicitation.
 - b. Reject one or more vendor(s) response(s) to the solicitation for failing to be complete, lacking the required guarantee, or failing to conform to the solicitation's instructions.
 - c. Reject all of the responses to the solicitation.
 - d. Disqualify one or more vendor (s) as non-responsible and therefore ineligible for an award of contract.

Note: If the dollar amount of the lowest responsible response to the solicitation is such that the Board of Commissioners must approve the award of the contract, the Contracting Officer shall make a recommendation of action to the Board ratifying this finding (a-d above).

C. Protests or claims after the award of contract (to be utilized in the absence of contractual language governing protests or claims):

1. The vendor must, submit a written notice of protest or claim to OHA's Contracting Officer within seven calendar days. The time period shall start the day immediately following the date of the incident on which the notice is based.
2. Immediately upon receipt of the vendor's notice, the Contracting Officer shall date-stamp the notice and send a letter to the vendor acknowledging receipt of the notice. The Oakland Housing Authority acknowledgement shall indicate if the notice was filed within the required time period. A late notice is not eligible for consideration under this procedure.
3. The Contracting Officer, with reasonable promptness (after obtaining the approval of HUD, if required), shall render a written decision to the vendor. Unless the vendor, within seven calendar days after the receipt of the decision, notifies the Contracting Officer in writing that it takes exception to such decision, the decision shall be final and conclusive.
4. The Contracting Officer's decision shall be final unless the vendor has accomplished all of the following:
 - a. Given the notice of protest or claim within the proper time period, and
 - b. Signed a final release of all claims, other than those unsettled claims listed on the final release with their separately stated amounts, and
 - c. Brought suit against OHA (not later than one year after final payment, or in the absence of a final payment, within one year after a written request by OHA to the vendor to submit a final invoice or release) for a disposition of the protest or claim by a court of appropriate jurisdiction.

Oakland Housing Authority

CONTRACTING & PURCHASING PROCEDURES

5. Whether or not the vendor presents a protest or claim to the Contracting Officer or takes exception to a decision of the Contracting Officer, the vendor, unless directed otherwise by the Contracting Officer, shall proceed with the work as directed.

D. OHA record requirement:

1. OHA shall maintain a complete and detailed record of all protests and claims. The record shall include all pertinent correspondence, the written or recorded minutes of any meetings with the vendors making the protests or claims, and any information used in determining OHA's actions in the disposition of protests or claims.

OAKLAND HOUSING AUTHORITY

NOTICE OF PROTEST OR CLAIM

CLAIMANT: _____ DATE: _____

ADDRESS: _____

AGENT FILING: _____

PHONE: _____

Purchase Order No.:

Invoice No.:

Bid No.:

REASON FOR CLAIM OR PROTEST (ATTACH COPIES OF DETAIL DOCUMENTS IF ANY):

(OHA USE ONLY)

NOTIFICATION: _____

DATE RECEIVED STAMP

CONTRACTING OFFICER: _____

FILING DATE: _____

COMMENTS: _____

General Decision Number: CA180029 09/07/2018 CA29

Superseded General Decision Number: CA20170029

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	01/19/2018
3	01/26/2018
4	02/09/2018
5	03/02/2018
6	04/06/2018
7	04/13/2018
8	05/04/2018
9	06/01/2018
10	06/15/2018
11	06/29/2018
12	07/06/2018
13	07/13/2018
14	07/20/2018
15	07/27/2018
16	08/17/2018
17	08/24/2018
18	08/31/2018
19	09/07/2018

* ASBE0016-004 05/01/2018

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED,

MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1.....	\$ 28.20	9.45
Area 2.....	\$ 35.03	9.45

ASBE0016-008 01/01/2018

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

	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.....	\$ 65.36	23.10
Area 2.....	\$ 49.46	23.10

BOIL0549-001 10/01/2016

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

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 43.28	37.91
Area 2.....	\$ 39.68	35.71

BRCA0003-001 08/01/2017

	Rates	Fringes
MARBLE FINISHER.....	\$ 32.60	15.31

BRCA0003-003 08/01/2017

Rates Fringes

MARBLE MASON.....\$ 44.60 26.83

BRCA0003-005 05/01/2017

Rates Fringes

BRICKLAYER

(1) Fresno, Kings,
Madera, Mariposa, Merced....\$ 38.45 21.22
(7) San Francisco, San
Mateo.....\$ 42.34 25.83
(8) Alameda, Contra
Costa, San Benito, Santa
Clara.....\$ 44.16 21.71
(9) Calaveras, San
Joaquin, Stanislaus,
Tuolumne.....\$ 39.66 20.76
(16) Monterey, Santa Cruz...\$ 39.51 23.49

BRCA0003-008 09/01/2017

Rates Fringes

TERRAZZO FINISHER.....\$ 35.14 16.87
TERRAZZO WORKER/SETTER.....\$ 44.11 26.36

BRCA0003-011 04/01/2018

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

Rates Fringes

TILE FINISHER

Area 1.....\$ 28.56 15.87
Area 2.....\$ 25.60 14.30
Area 3.....\$ 25.88 15.17

Tile Layer

Area 1.....\$ 47.77 18.29
Area 2.....\$ 42.67 16.81
Area 3.....\$ 38.15 17.70

CARP0022-001 07/01/2018

San Francisco County

Rates Fringes

Carpenters

Bridge Builder/Highway
Carpenter.....\$ 48.40 29.32
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....\$ 48.55 29.32
Journeyman Carpenter.....\$ 48.40 29.32
Millwright.....\$ 48.50 30.91

CARP0034-001 07/01/2018

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 47.65	32.52
Diver standby.....	\$ 52.61	32.52
Diver Tender.....	\$ 51.82	32.52
Diver wet.....	\$ 97.17	32.52
Manifold Operator (mixed		
gas).....	\$ 56.82	32.52
Manifold Operator (Standby).	\$ 51.82	32.52

DEPTH PAY (Surface Diving):
 050 to 100 ft \$2.00 per foot
 101 to 150 ft \$3.00 per foot
 151 to 220 ft \$4.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

 CARP0034-003 07/01/2017

	Rates	Fringes
Piledriver.....	\$ 46.65	31.91

 CARP0035-007 07/01/2017

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 25.61	20.42
Installer II.....	\$ 22.18	20.42

Lead Installer.....	\$ 29.06	20.92
Master Installer.....	\$ 33.28	20.92
Area 2		
Installer I.....	\$ 22.96	20.42
Installer II.....	\$ 20.01	20.42
Lead Installer.....	\$ 25.93	20.92
Master Installer.....	\$ 29.56	20.92
Area 3		
Installer I.....	\$ 22.01	20.42
Installer II.....	\$ 19.24	20.42
Lead Installer.....	\$ 24.81	20.92
Master Installer.....	\$ 31.83	20.92

CARP0035-008 08/01/2018

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 48.40	29.76
Area 2.....	\$ 42.52	29.76
Area 3.....	\$ 41.02	29.15
Area 4.....	\$ 41.67	29.76
Drywall Stocker/Scraper		
Area 1.....	\$ 24.20	17.29
Area 2.....	\$ 21.26	17.29
Area 3.....	\$ 20.51	16.88
Area 4.....	\$ 20.84	17.29

CARP0152-001 07/01/2018

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 48.55	29.32
Journeyman Carpenter.....	\$ 48.40	29.32
Millwright.....	\$ 48.50	30.91

CARP0152-002 07/01/2018

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 48.40	29.32

Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 42.67	29.32
Journeyman Carpenter.....	\$ 42.52	29.32
Millwright.....	\$ 45.02	30.91

CARP0152-004 07/01/2018

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 41.32	29.32
Journeyman Carpenter.....	\$ 41.17	29.32
Millwright.....	\$ 43.67	30.91

CARP0217-001 07/01/2018

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 48.55	29.32
Journeyman Carpenter.....	\$ 48.40	29.32
Millwright.....	\$ 48.50	30.91

CARP0405-001 07/01/2018

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 48.55	29.32
Journeyman Carpenter.....	\$ 48.40	29.32
Millwright.....	\$ 48.50	30.91

CARP0405-002 07/01/2018

San Benito County

Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 42.58	29.32
Journeyman Carpenter.....	\$ 42.52	29.32
Millwright.....	\$ 45.02	30.91

CARP0505-001 07/01/2018

Santa Cruz County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 42.67	29.32
Journeyman Carpenter.....	\$ 42.52	29.32
Millwright.....	\$ 45.02	30.91

CARP0605-001 07/01/2018

Monterey County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 42.67	29.32
Journeyman Carpenter.....	\$ 42.52	29.32
Millwright.....	\$ 45.02	30.91

CARP0701-001 07/01/2018

Fresno and Madera Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 41.32	29.32
Journeyman Carpenter.....	\$ 41.17	29.32
Millwright.....	\$ 43.67	30.91

CARP0713-001 07/01/2018

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 48.55	29.32
Journeyman Carpenter.....	\$ 48.40	29.32
Millwright.....	\$ 48.50	30.91

CARP1109-001 07/01/2018

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 41.32	29.32
Journeyman Carpenter.....	\$ 41.17	29.32
Millwright.....	\$ 43.67	30.91

ELEC0006-004 12/01/2017

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 38.52	3%+18.05
Technician.....	\$ 44.30	3%+18.05

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

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2018

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 71.00	3%+31.215

* ELEC0100-002 09/01/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.25	22.55

ELEC0100-005 12/01/2016

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 30.64	3%+17.86
Technician.....	\$ 34.89	3%+17.86

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

 ELEC0234-001 06/01/2018

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 46.15	25.48
Zone B.....	\$ 50.77	25.48

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

 ELEC0234-003 12/01/2017

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 38.02	18.69
Technician.....	\$ 43.72	18.86

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

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 01/01/2018

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 56.17	26.59
ELECTRICIAN.....	\$ 49.76	26.59

ELEC0302-003 12/01/2017

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 37.22	18.66
Technician.....	\$ 42.80	18.83

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

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2018

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 75.35	35.491
ELECTRICIAN.....	\$ 65.52	35.196

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2017

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 38.02	18.69
Technician.....	\$ 43.72	18.86

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

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2018

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 61.03	3%+35.72
ELECTRICIAN.....	\$ 54.25	3%+35.72

ELEC0595-002 06/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 42.55	7.45%+24.58
ELECTRICIAN		
(1) Tunnel work.....	\$ 38.85	7.45%+24.58
(2) All other work.....	\$ 37.00	7.45%+24.58

ELEC0595-006 12/01/2017

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 38.02	3%+17.96
Technician.....	\$ 43.72	3%+17.96

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

terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; 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.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2017

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 38.02	3%+17.96
Technician.....	\$ 43.72	3%+17.96

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

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2018

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 61.00	34.62

ELEC0617-003 12/01/2017

SAN MATEO COUNTY

Rates Fringes

Sound & Communications

Installer.....	\$ 38.02	19.27
Technician.....	\$ 43.72	19.27

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

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC0684-001 06/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	3%+21.33

CABLE SPLICER = 110% of Journeyman Electrician

 ELEC0684-004 12/01/2016

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 30.64	3%+17.86
Technician.....	\$ 34.89	3%+17.86

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

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which

involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2018

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 56.79	17.91
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 45.36	16.74
(3) Groundman.....	\$ 34.68	16.36
(4) Powderman.....	\$ 49.55	3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 65.45	32.645

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.

ENGI0003-001 06/26/2017

"AREA 1" WAGE RATES ARE LISTED BELOW

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

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 44.67	30.39
GROUP 2.....	\$ 43.14	30.39
GROUP 3.....	\$ 41.66	30.39
GROUP 4.....	\$ 40.28	30.39
GROUP 5.....	\$ 39.01	30.39
GROUP 6.....	\$ 37.69	30.39
GROUP 7.....	\$ 36.55	30.39
GROUP 8.....	\$ 35.41	30.39

GROUP 8-A.....	\$ 33.20	30.39
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 46.30	30.39
Oiler.....	\$ 36.63	30.39
Truck crane oiler.....	\$ 39.20	30.39
GROUP 2		
Cranes.....	\$ 43.79	30.39
Oiler.....	\$ 36.36	30.39
Truck crane oiler.....	\$ 38.98	30.39
GROUP 3		
Cranes.....	\$ 42.05	30.39
Hydraulic.....	\$ 38.32	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Cranes.....	\$ 39.01	30.39
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 45.89	30.39
Oiler.....	\$ 36.63	30.39
Truck crane oiler.....	\$ 39.20	30.39
GROUP 2		
Lifting devices.....	\$ 44.07	30.39
Oiler.....	\$ 36.36	30.39
Truck Crane Oiler.....	\$ 38.98	30.39
GROUP 3		
Lifting devices.....	\$ 42.39	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Lifting devices.....	\$ 40.62	30.39
GROUP 5		
Lifting devices.....	\$ 39.32	30.39
GROUP 6		
Lifting devices.....	\$ 37.98	30.39
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 46.30	30.39
Oiler.....	\$ 36.63	30.39
Truck Crane Oiler.....	\$ 39.20	30.39
GROUP 2		
Cranes.....	\$ 43.79	30.39
Oiler.....	\$ 36.36	30.39
Truck Crane Oiler.....	\$ 38.98	30.39
GROUP 3		
Cranes.....	\$ 42.05	30.39
Hydraulic.....	\$ 38.32	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Cranes.....	\$ 39.01	30.39
GROUP 5		
Cranes.....	\$ 35.13	30.39
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPEs, RAISES:		
GROUP 1.....	\$ 40.77	30.39
GROUP 1-A.....	\$ 43.24	30.39
GROUP 2.....	\$ 39.51	30.39

GROUP 3.....	\$ 38.18	30.39
GROUP 4.....	\$ 37.04	30.39
GROUP 5.....	\$ 35.90	30.39
UNDERGROUND:		
GROUP 1.....	\$ 40.67	30.39
GROUP 1-A.....	\$ 43.14	30.39
GROUP 2.....	\$ 39.41	30.39
GROUP 3.....	\$ 38.08	30.39
GROUP 4.....	\$ 36.94	30.39
GROUP 5.....	\$ 35.80	30.39

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

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

electricity)

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

ALL CRANES AND ATTACHMENTS

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

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

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

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

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-

propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

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

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

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

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:

Area 1: Remainder
Area 2: Eastern Part

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

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

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

ENGI0003-008 07/01/2017

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 44.77	31.25
(2) Dredge Dozer; Heavy duty repairman.....	\$ 39.81	31.25
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 38.69	31.25
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 35.39	31.25
AREA 2:		
(1) Leverman.....	\$ 46.77	31.25
(2) Dredge Dozer; Heavy duty repairman.....	\$ 41.81	31.25
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 40.69	31.25
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 37.39	31.25

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: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern 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: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:

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

PLACER COUNTY:

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

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

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

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

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

TEHAMA COUNTY:

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

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 07/26/2017

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 34.05	28.73
AREA 2.....	\$ 36.05	28.73
GROUP 2		
AREA 1.....	\$ 30.45	28.73
AREA 2.....	\$ 32.45	28.73
GROUP 3		
AREA 1.....	\$ 25.84	28.73
AREA 2.....	\$ 27.84	28.73

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

* IRON0377-002 07/01/2018

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 31.58	22.41
Ornamental, Reinforcing and Structural.....	\$ 38.00	31.05

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

LAB00067-002 06/25/2018

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

AREA "B" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
All Counties.....	\$ 23.00	11.31
LABORER (Lead Removal)		
Area A.....	\$ 31.81	22.71
Area B.....	\$ 30.81	22.71

ASBESTOS REMOVAL-SCOPE OF WORK: 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.

LAB00073-002 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I....	\$ 29.84	23.65
Traffic Control Person II...	\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00073-003 07/01/2018

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.20	22.20

LAB00073-005 06/25/2018

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11

GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

 * LAB0073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20
LABORER (GUNITE)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING)		
GROUP 1.....	\$ 29.79	23.20

GROUP 2.....\$ 29.64

23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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 toppler; 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. 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: Final 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 CLASSIFICATIONS

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)

LAB00073-009 07/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 32.02	23.00

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

LAB00261-003 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 20.54	23.65
Traffic Control Person I....	\$ 30.84	23.65
Traffic Control Person II...\$	28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00261-005 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
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Tunnel and Shaft Laborers:

GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

* LAB00261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT
LABORERS - AREA A:)

Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

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

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
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GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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. 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 shotcrete

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: Final 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 CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting 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)

LAB00261-011 05/01/2018

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 35.37	20.70

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.

LAB00261-014 07/01/2017

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 34.70	23.11

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

* LAB00270-003 06/25/2018

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE		

CLOSURE)

Escort Driver, Flag Person

Area A.....	\$ 30.54	23.65
Area B.....	\$ 29.54	23.65
Traffic Control Person I		
Area A.....	\$ 30.84	23.65
Area B.....	\$ 29.84	23.65
Traffic Control Person II		
Area A.....	\$ 28.34	23.65
Area B.....	\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

* LAB00270-004 06/25/2018

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

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00270-005 07/01/2018

MONTEREY AND SAN BENITO COUNTIES

Rates Fringes

LABORER

Mason Tender-Brick.....\$ 31.20 22.20

* LABO0270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA B)

Construction Specialist
 Group.....\$ 30.40 23.20
 GROUP 1.....\$ 29.79 23.20
 GROUP 1-a.....\$ 30.01 23.20
 GROUP 1-c.....\$ 29.84 23.20
 GROUP 1-e.....\$ 30.34 23.20
 GROUP 1-f.....\$ 30.37 23.20
 GROUP 2.....\$ 29.64 23.20
 GROUP 3.....\$ 29.54 23.20
 GROUP 4.....\$ 23.23 23.20

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

LABORER (GARDENERS,
 HORTICULTURAL & LANDSCAPE

LABORERS - AREA B)

(1) New Construction.....\$ 29.54 23.20
 (2) Establishment Warranty
 Period.....\$ 23.23 23.20

LABORER (GUNITE - AREA B)

GROUP 1.....\$ 29.75 22.31
 GROUP 2.....\$ 29.25 22.31
 GROUP 3.....\$ 28.66 22.31
 GROUP 4.....\$ 28.54 22.31

LABORER (WRECKING - AREA B)

GROUP 1.....\$ 29.79 23.20
 GROUP 2.....\$ 29.64 23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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. 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: Final 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 CLASSIFICATIONS

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)

* LAB00270-010 06/25/2018

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20
LABORER (GUNITITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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 scalars (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. 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: Final 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 CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Guniting 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)

LAB00270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

Rates Fringes

LABORER (Plaster Tender).....\$ 34.70 21.22

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

LABO0294-001 07/01/2018

FRESNO, KINGS AND MADERA COUNTIES

Rates Fringes

LABORER (Brick)
Mason Tender-Brick.....\$ 31.20 22.20

* LABO0294-002 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)
Escort Driver, Flag Person..\$ 29.54 23.65
Traffic Control Person I....\$ 29.84 23.65
Traffic Control Person II...\$ 27.34 23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

* LABO0294-005 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:
GROUP 1.....\$ 37.82 24.11
GROUP 2.....\$ 37.59 24.11
GROUP 3.....\$ 37.34 24.11
GROUP 4.....\$ 36.89 24.11
GROUP 5.....\$ 36.35 24.11
Shotcrete Specialist.....\$ 38.34 24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and

setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

* LAB00294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)

Construction Specialist

Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

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

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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. 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: Final 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 CLASSIFICATIONS

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)

LAB00294-010 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB00294-011 07/01/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 31.02	22.52
Work on a swing stage scaffold: \$1.00 per hour additional.		

* LAB00304-002 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 30.54	23.65
Traffic Control Person I....	\$ 30.84	23.65
Traffic Control Person II...	\$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00304-003 06/26/2017

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 36.60	24.83
GROUP 2.....	\$ 36.37	24.83
GROUP 3.....	\$ 36.12	24.83
GROUP 4.....	\$ 35.67	24.83
GROUP 5.....	\$ 35.13	24.83
Shotcrete Specialist.....	\$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

* LAB00304-004 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty		
Period.....	\$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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. 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: Final 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 CLASSIFICATIONS

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)

LAB00304-005 05/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 35.37	20.70

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.

LAB00304-008 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 34.70	23.11

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

* LAB00324-002 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 30.54	23.65
Traffic Control Person I....	\$ 30.84	23.65
Traffic Control Person II...	\$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

* LAB00324-006 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

* LAB00324-012 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 1-g.....	\$ 30.99	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

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

LABORER (GARDENERS,
HORTICULURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty		

Period.....	\$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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. 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 in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form 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: Final 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 CLASSIFICATIONS

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

LABO0324-014 05/01/2018

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender.....	\$ 35.37	20.70

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.

LAB00324-018 07/01/2018

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 37.14	22.32

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

* LAB01130-002 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I....	\$ 29.84	23.65
Traffic Control Person II...	\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB01130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 36.60	24.83
GROUP 2.....	\$ 36.37	24.83
GROUP 3.....	\$ 36.12	24.83
GROUP 4.....	\$ 35.67	24.83
GROUP 5.....	\$ 35.13	24.83
Shotcrete Specialist.....	\$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -

muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.20	22.20

* LABO1130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

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

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)		
(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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. 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: Final 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 CLASSIFICATIONS

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)

LAB01130-008 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB01130-009 07/01/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 32.02	23.00
Work on a swing stage scaffold: \$1.00 per hour additional.		

PAIN0016-001 01/01/2018

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

	Rates	Fringes
Painters:.....	\$ 40.62	23.83

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-003 01/01/2018

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

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 45.16	26.74
AREA 2.....	\$ 41.03	25.34

PAIN0016-012 01/01/2018

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

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 48.00	26.03

PAIN0016-015 01/01/2018

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE
COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 32.91	19.26

FOOTNOTES:

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.

PAIN0016-022 01/01/2018

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 44.24	23.83

PAIN0169-001 01/01/2018

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 35.00	26.26

PAIN0169-005 01/01/2018

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 46.13	28.04

PAIN0294-004 01/01/2018

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 29.78	18.11
Drywall Finisher/Taper.....	\$ 34.87	23.68

FOOTNOTE:

Spray Painters & Paperhangers recive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

 PAIN0294-005 01/01/2018

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.49	20.48

 PAIN0767-001 01/01/2018

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 34.57	28.25

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.

Employee rquired to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

 PAIN1176-001 01/01/2017

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 34.41	16.31
GROUP 2.....	\$ 29.25	16.31
GROUP 3.....	\$ 29.59	16.31

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

 PAIN1237-003 01/01/2018

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 34.81	21.51

PLAS0066-002 07/01/2017		

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

	Rates	Fringes
PLASTERER.....	\$ 40.51	27.13

PLAS0300-001 07/01/2018		

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Counties.....	\$ 32.70	31.68
AREA 337: Monterey County..	\$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 32.70	31.68

PLAS0300-005 07/01/2017		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.49	23.67

PLUM0038-001 07/01/2018		

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 72.00	41.94

PLUM0038-005 07/01/2018		

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 61.20	30.17

PLUM0062-001 07/01/2018		

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 42.30	32.94

PLUM0159-001 07/01/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 59.42	35.94
(2) All other work.....	\$ 55.92	34.44

PLUM0246-001 07/01/2018

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 39.65	31.89

PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

PLUM0342-001 07/01/2017

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 58.10	42.45
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 58.10	42.45

PLUM0355-004 07/01/2018

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 27.10	16.30

PLUM0393-001 07/01/2018		

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 62.66	41.93

PLUM0442-001 07/01/2018		

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 41.50	30.14

PLUM0467-001 07/01/2018		

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 65.11	35.25

ROOF0027-002 01/01/2017		

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 26.01	14.21

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

ROOF0040-002 08/01/2017

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 37.88	18.22

ROOF0081-001 08/01/2018		

ALAMEDA AND CONTRA COSTA COUNTIES:

Rates Fringes

Roofer.....\$ 39.40 17.58

ROOF0081-004 08/01/2018

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 39.40	17.58

ROOF0095-002 08/01/2017

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

	Rates	Fringes
ROOFER		
Journeyman.....	\$ 41.56	17.47
Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker.....	\$ 42.36	16.42

SFCA0483-001 07/01/2018

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

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 63.87	30.62

SFCA0669-011 04/01/2017

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 37.20	15.84

SHEE0104-001 01/01/2018

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

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 50.29	37.16
All Other Work.....	\$ 57.09	37.79
AREA 2.....	\$ 46.97	32.08

AREA 3.....\$ 49.31 29.61

SHEE0104-003 07/01/2017

CALAVERAS AND SAN JOAQUIN COUNTIES:

Rates Fringes

SHEET METAL WORKER.....\$ 39.74 31.50

SHEE0104-005 07/01/2017

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

Rates Fringes

SHEET METAL WORKER (Excluding metal deck and siding).....\$ 37.67 34.10

SHEE0104-007 07/01/2017

FRESNO, KINGS, AND MADERA COUNTIES:

Rates Fringes

SHEET METAL WORKER.....\$ 37.49 34.45

SHEE0104-015 07/01/2017

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

Rates Fringes

SHEET METAL WORKER (Metal Decking and Siding only).....\$ 37.53 32.10

SHEE0104-018 07/01/2017

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

Rates Fringes

Sheet metal worker (Metal decking and siding only).....\$ 37.53 32.10

* TEAM0094-001 07/01/2018

Rates Fringes

Truck drivers:

GROUP 1.....\$ 31.68 27.86
GROUP 2.....\$ 31.98 27.86
GROUP 3.....\$ 32.28 27.86
GROUP 4.....\$ 32.63 27.86
GROUP 5.....\$ 32.98 27.86

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

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

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

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

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

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

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

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

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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.

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END OF GENERAL DECISION