



**OAKLAND HOUSING AUTHORITY (OHA)**  
**Contract Compliance & General Services**  
1619 Harrison Street, Oakland CA 94612  
510-587-2166 / 510-587-2124 Fax

## Quote #{22-045}

**DATE:** December 3, 2022

**Type of Purchase:**

Non-Construction

Construction/Maintenance

Materials Only

**ATTENTION TO:** All Potential Bidders

**FROM:** Jeff Muegge {Contract Specialist}      **EMAIL:** jmuegge@oakha.org

**Quote#:** **Quote #22-045**

**PROJECT NAME:** **Lockwood Gardens Moisture Barrier Replacement Bldg. A-4.**

### INSTRUCTIONS:

Please review the below documents:

1. Scope of Work
2. Quote Form
3. Terms and Conditions
4. Insurance Requirements for Contractors
5. HUD 5369-A (HUD Representations, Certifications and Other Statements of Bidders)
6. Section 3 Solicitation Language
7. Davis Bacon Wage
8. HUD 5370 General Conditions

To submit a quote, please submit your quote and attached the enclosed documents.

1. Quote Form
2. HUD 5369-A (HUD Representations, Certifications and Other Statements of Bidders)

**QUESTIONS DUE:** {December 27, 2022} by {10:00} AM

**QUOTE DEADLINE:** {January 3, 2023} by {10:00 } AM

**SITE VISIT** Please Contact Jeff Muegge at jmuegge@oakha.org

If selected, the following documents and requirements must be met:

- General Liability Insurance (naming OHA as additionally insured) and Workmen's Compensation Insurance certificates;
- Form W-9; and
- Other required forms as applicable.



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## **Introduction**

Oakland Housing Authority is soliciting bids from qualified Contractors to provide labor, materials, and equipment to complete {Replacement of the Lockwood Moisture Barrier Bldg.A-4}

### **STATEMENT OF WORK:**

The Oakland Housing Authority is seeking to contract with qualified Contractor to install a moisture/vapor barrier system located at 1263 65<sup>th</sup> Avenue "Lockwood Gardens" Building A-4 a two story building where an existing moisture/vapor barrier system was removed and disposed of, during previous construction activity. **This project will consist of, but not be limited to the following:**

Provide all labor, materials, transportation, equipment, applicable taxes, permits, insurances and associated services necessary for the completion of the moisture/vapor barrier for building A-4. The project will consist of the removal of all cellulose debris and other construction related debris, if warranted the installation 1/2 hp pumps & sump basins. All sump pumps will have, hard wired electrical alarm systems, installed per NEC codes. The electrical system will be a design build system with the manufacturer's submittal and subsequent approval by the Authority. The under floor area/s will receive a reinforced moisture barrier, minimum thickness of 16 mils, sealed around all penetrations and terminated on the perimeter stem walls at the mud sill location.

The moisture barrier material/s must meet or exceed the existing materials used in adjacent buildings. The contractor will be responsible to maintain all tolerance requirements and ASTM and other industry standards; the contractor will correct all differing final conditions. The awarded contractor will satisfy all of the following contract requirements and any supplemental requirements in conjunction with this contract.

### **2. DESIGN REQUIREMENTS/SPECIFICATIONS:**

The successful Contractor will satisfy the following requirements as well as the aforementioned. The successful Contractor will bring to the attention of the Oakland Housing Authority any uncertainties, discrepancies or omissions noted in the Statement of Work, reports, and/or specifications prior to bidding or signing of a contract. There will be no substitution or changes in the Statement of Work unless agreed to in writing by the Oakland Housing Authority. The successful Contractor must verify the site conditions prior to submitting any proposal to the Oakland Housing Authority. The successful contractor will adhere to all hazardous waste disposal including the management and abatement of such.

**The following items are included but not necessarily limited to the following and will be required to be performed/completed for the moisture control project at the subject site.**

**Thermal & Moisture Protection Work:**

- 1. Vapor Barrier Installation:** Ensure soil conditions meet or exceed manufacturer's recommendations for vapor barrier applications. See attached vapor barrier specification.
- A. An inspection must be obtained by an authorized Authority Representative, prior to the completion of the finish grading and the subsequent installation of the vapor barrier system.
  - B. Install Drainage matting, equal or better than 'Mira Drain 5000" drainage matting system. Install drain matting system per manufacturer's recommendations.
  - C. Install a **minimum thickness of a 16 mil**, minimum width of 12 feet, puncture resistant, woven reinforced, vapor barrier. The Contractor must meet or exceed attached specifications. **Product sample must be submitted for prior Authority approval.**
  - D. Install vapor barrier to qualify for any manufacturer's warranty.
  - E. Lap all edges to qualify for manufacturer's warranty.
  - F. Seal all edges and penetrations.
  - G. Install vapor barrier up stem walls and grade beams. Terminate vapor barriers above concrete per manufacturer's instruction and or fully sealed.
  - H. Terminate vapor barrier around penetrations per manufacturer's recommendations.
  - I. All other related sections.

**Doors, Windows & Glass:**

- A. Ensure that all doors leading to the buildings under floor areas are fully sealed with air tight gaskets and thresholds.
- B. All other related sections.

**Mechanical: See attached specifications**

- A. An inspection must be made prior to the burial of the drain lines with  $\frac{3}{4}$  inch crushed rock or approved equal by an approved Authority Representative.
- B. A minimum of three  $\frac{1}{2}$  hp sump pumps in all multi-story buildings. Install individual alarm systems, per pump location, with control panels which will be located on the exterior of the buildings.
- C. Install all sump pumps in a corrosion resistive basin minimum size 18" by 22" and associated drain rock. Note basin pit should be larger to accommodate drain rock. Install hardened "air tight" sump basin lid and securely fasten.
- D. Install check valves/back flow devices on all sump pumps in accordance with manufacturer's specifications. Two check valves/back flow devices may be required for certain applications. Install one additional backflow device on the main discharge line, set at highest point.
- E. All other related sections.

**Electrical:**

**1. Electrical supply for sump pumps:**

- A. Supply grounded Romex or equal, install all associated NEC approved splice boxes, tightly stapled to under floor framing to all sump pumps.
- B. All electrical supply to sump pumps must be equipped with GFI's.
- C. The control panels must be vandal proof with lockable cover, corrosion resistive. The control panels must have individual lights which show if the pumps are operational or non-operational. Submit with proposal.
- D. All other related sections.





Typical- Install reinforced moisture barrier, minimum thickness of 16 mils, sealed around all penetrations and terminated on the perimeter stem walls at the mud sill locations.



Typical--Lap all edges to qualify for manufacturer's warranty.

Typical-- Install Drainage matting, equal or better then 'Mira Drain 5000" drainage matting system. Install drain matting system per manufacturer's recommendations.



Install vapor barrier up stem walls and grade beams. Terminate vapor barriers above concrete per manufacturer's instruction and or fully sealed.





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**QUOTE FORM**

<b>ATTENTION TO:</b>	{Jeff Muegge Contract Specialist}
<b>Quote #:</b>	{QSP 22-045}
<b>Due Date:</b>	{January 3, 2022}

The vendor is responsible for supplying all labor, equipment and materials to perform the services as identified in the scope of work. Vendor pricing as detailed below, shall be firm through the entire term of the awarded contract. If your firm has any additional fees, including travel and additional personnel, which OHA will be charged for the services outlined within the Scope of Work, please outline all cost in a separate document, labeled "Additional Fees". The "Additional Fees" documents should be submitted with Quote Form. The fees outlined in the "Additional Fees" document will be used for informational purposes only.

**{Lockwood Moisture Barrier Replacement Bldg. A-4}**

Lockwood Bldg. A-4	Total Labor Cost (Davis Bacon Wage)	Total Equipment Materials Cost	Pumps if required (list total Number Of pumps)	Total Cost (Labor + Equipment/Materials+ Pumps)
	\$ _____	\$ _____	Total pumps _____ Total cost\$ _____	\$ _____
Grand Total:				
\$ _____				

The undersigned having examined the specifications, and being familiar with all conditions surrounding the goods and services of the proposed project; hereby proposes to perform all work required, in strict accordance with the Oakland Housing Authority's specifications and contract requirements, within the time specified for rates listed above:

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## **TERMS & CONDITIONS – REQUEST FOR QUOTES (For Construction & Non-Construction)**

(Forms and documents referenced may also be downloaded from OHA website at [www.oakha.org](http://www.oakha.org) Select Procurement)

**PROCEDURE: Bidders must submit proposed pricing where provided for on the Request for Quote form.**

**HA = Housing Authority**

- 1.0 HA CONTACT: All questions pertaining this quote shall be addressed to the person indicated on the Quote form.
- 2.0 APPLICABILITY: By submitting a quote (hereinafter referred to as "bid") to our HA, the firm or individual doing so (hereinafter, "the bidder") is automatically agreeing to abide by all terms and conditions listed herein, including those terms and conditions within the HUD document, *form HUD-5370-EZ (1/2014), General Contract Conditions for Small Construction/Development Contracts*, which will be included in the Purchase Order if selected and may be provided if requested. **For non-construction**, by submitting a quote (hereinafter referred to as "bid") to our HA, the firm or individual doing so (hereinafter, "the bidder") is automatically agreeing to abide by all terms and conditions listed herein, including those terms and conditions within the HUD document, *Table 5.1, Mandatory Contract Clauses for Small Purchases Other Than Construction*, which will be included in the Purchase Order if selected and may be provided if requested.
- 3.0 HA RESERVATION OF RIGHTS: The HA reserves the right to:
  - 3.1 Reject any or all bids, to waive any informalities in the Solicitation process, or to terminate the Solicitation process at any time, if deemed by the HA to be in the best interest of the HA;
  - 3.2 Terminate a contract awarded pursuant to this Solicitation at any time for its convenience upon delivery of a 10-day written notice to the apparent or successful bidder;
  - 3.3 Determine the days, hours and locations that the successful bidder shall provide the items or services called for in this Solicitation;
  - 3.4 Reject and not consider any bid that does not, in the opinion of the HA Buyer, meet the requirements of this Solicitation, including but not necessarily limited to incomplete bids and/or bids offering alternate (not including "or equal" items) or non-requested items or services;
  - 3.5 **For non-construction related work**, negotiate the amount that is paid to or by the successful bidder, meaning the amount quoted by the apparent successful bidder may, at the HA's discretion, be the basis for the beginning of negotiations.
- 4.0 BIDDER'S RESPONSIBILITY: Each bidder must carefully review and comply with all instructions provided herein, provided within any named attachments and those provided within the Request for Quote Form.
- 5.0 DEADLINE: Each bidder shall submit his/her proposed costs, prior to the posted deadline, where provided within the form. Whereas this is an informal solicitation process, the HA reserves the right to extend the posted deadline at any time prior to the deadline, if, in the opinion of the HA Buyer, it is in the best interests of the HA to do so.
- 6.0 HOLD PRICES/NON-ESCALATION: By submitting a bid, each bidder thereby agrees to "hold" or not increase the proposed bid prices for the contract period if selected, with no escalation. If quantities are listed, they are for the purpose of determining best pricing per line item.
- 7.0 PURCHASE ORDER (PO): The HA will procure the applicable goods or services by issuance of a PO (which shall have the same meaning as a "contract"). PO's will be issued on an as-needed basis only. By submitting a bid, the successful bidder thereby agrees to confirm receipt of the PO in the manner directed by the HA.
- 8.0 AWARD CRITERIA: If an award is completed pursuant to this Solicitation, and unless otherwise instructed by the HA, award shall be made to the responsive and responsible bidder that submits the lowest cost. **For non-construction**, if an award is completed pursuant to this Solicitation, and unless otherwise instructed by the HA, award shall be made to the responsive and responsible bidder that submits the lowest cost (as detailed within 8.1 – 8.2 following). However, unless otherwise stated, the HA reserves the right to (in addition to the Reservation of Rights Notice, Section 3.0 of this document):
  - 8.1 To make award to the same bidder (aggregate) for all items; or,
  - 8.2 To make award to multiple bidders for the same or different items.
- 9.0 INVALID OR ALTERNATE BIDS: Failure to complete and submit all required information, or to add any additional requirements not acceptable to the HA, may invalidate the bid submitted. Furthermore, the HA shall reserve the right to reject, without consideration, alternate bids, meaning those that do not meet the requirements of this Solicitation. PLEASE NOTE: An allowed "or equal" bid does not constitute an "alternate" bid—"or equal" means that the proposed "equal" item is substantially "equal" to the item specified by the HA.
- 10.0 BID COSTS: There shall be no obligation for the HA to compensate any bidder or prospective bidder for any costs that he/she may incur in responding to this Solicitation.
- 11.0 SHIPPING COSTS: Each bid sum submitted shall include delivery of the items to the specified HA site or location, as specified within the Solicitation or on the PO issued.

- 12.0 **ASSIGNMENT OF PERSONNEL:** The HA shall retain the right to demand and receive a change in personnel assigned by the successful bidder to provide services to the HA if the HA believes that such change is in the best interest of the HA and the completion of the work or provision of the items.
- 13.0 **UNAUTHORIZED SUB-CONTRACTING PROHIBITED:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this Solicitation (including, but not limited to, selling or transferring the ensuing PO or contract) without the prior written consent of the HA Buyer. Any purported assignment of interest or delegation of duty, without the prior written consent of the HA Buyer shall be void and may result in the cancellation of the PO or contract with the HA.
- 14.0 **LICENSING AND INSURANCE REQUIREMENTS:** By submitting a bid the successful bidder thereby certifies that he/she possess and will, upon request by the HA, present to the HA, proof and/certification of the following:
- 14.1 Local business license issued by [NAME OF APPLICABLE CITY OR COUNTY] (does not apply to bidders who ship goods in from out-of-town);
  - 14.2 If applicable, a copy of the bidder's license issued by the State of [NAME THE STATE] licensing authority allowing the bidder to provide the services or products as detailed herein (does not apply to bidders who ship goods in from out-of-state).
  - 14.3 OHA Insurance Requirements - insurance coverage (naming the HA as an additional insured, along with the applicable endorsement), automobile insurance coverage, in amounts designated by the HA, which will be included in the Purchase Order if selected and may be provided if requested.

# **HUD 5370**

## **GENERAL CONDITIONS**

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts (without maintenance) greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$150,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

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

- (a) The HA, 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:
- (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, 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.

## 5. Rights in Data (Ownership and Proprietary Interest)

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

## 6. Energy Efficiency

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

## 7. Disputes

- (a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section III, Labor Standards Provisions*, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

## 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

## 9. 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 HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

## 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

## 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

## 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

- product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.
- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### **13. Interest of Members of Congress**

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### **14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees**

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA 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.

### **15. Limitation on Payments to Influence Certain Federal Transactions**

#### **(a) Definitions.** As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

#### **(b) Prohibition.**

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
  - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
  - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
  - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
  - (ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
  - (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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## **16. 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, or national origin.
  - (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, or national origin. 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, or national origin.
  - (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 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 subcontractor 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.

## **17. Dissemination or Disclosure of Information**

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## **18. Contractor's Status**

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## **19. Other Contractors**

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD 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 HA employee.

## **20. Liens**

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## **21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)**

- (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

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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.

## **22. 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.

**HUD 5369-A**

**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

### Table of Contents

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

### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

[ ] [Contracting Officer check if following paragraph is applicable]  
(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

[ ] Black Americans [ ] Asian Pacific Americans

[ ] Hispanic Americans [ ] Asian Indian Americans

[ ] Native Americans [ ] Hasidic Jewish Americans

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

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

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

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

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

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

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

**13. Bidder's Signature**

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

# DAVIS BACON WAGE DECISION

"General Decision Number: CA20220019 11/04/2022

Superseded General Decision Number: CA20210019

State: California

Construction Type: Residential

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

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered  . Executive Order 14026	into on or after January 30,   generally applies to the	2022, or the contract is   contract.	renewed or extended (e.g., an  . The contractor must pay	option is exercised) on or   all covered workers at	after January 30, 2022:   least \$15.00 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 2022.	
If the contract was awarded on . Executive Order 13658	or between January 1, 2015 and  generally applies to the	January 29, 2022, and the   contract.	contract is not renewed or  . The contractor must pay all	extended on or after January   covered workers at least	30, 2022:   \$11.25 per hour (or the	applicable wage rate listed	on this wage determination,	if it is higher) for all	hours spent performing on	that contract in 2022.		

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number      Publication Date

0	01/07/2022
1	01/14/2022
2	01/21/2022
3	02/18/2022
4	02/25/2022
5	03/18/2022
6	03/25/2022
7	04/01/2022
8	06/03/2022
9	06/17/2022
10	07/01/2022
11	07/15/2022
12	07/22/2022
13	07/29/2022
14	08/05/2022
15	08/12/2022
16	08/19/2022
17	08/26/2022
18	09/02/2022
19	10/07/2022
20	10/14/2022
21	10/21/2022
22	10/28/2022
23	11/04/2022

ASBE0016-002 01/01/2021

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

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

Rates      Fringes

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

types of mechanical systems)

Area 1.....	\$ 74.16	23.58
Area 2.....	\$ 46.81	33.50

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ASBE0016-009 01/01/2021

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

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

Rates      Fringes

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

Area 1.....	\$ 30.45	10.60
Area 2.....	\$ 36.53	9.27

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BRCA0003-001 08/01/2021

Rates      Fringes

MARBLE FINISHER.....\$ 37.72      17.64

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BRCA0003-002 05/01/2021

Rates      Fringes

BRICKLAYER

( 7) Marin, Napa, San Francisco, San Mateo, Solano, Sonoma.....	\$ 49.78	27.34
( 8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 51.54	23.28
( 9) El Dorado, Placer, Sacramento, Sutter.....	\$ 47.24	22.13
(16) Monterey, Santa Cruz....	\$ 48.00	25.60

SPECIALTY PAY:

(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per

hour in addition to the above.

(B) Operating a saw or grinder shall receive \$1.25 per hour

above the regular rate.

(C) Gunite nozzle person shall receive \$1.25 per hour above  
the regular rate.

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BRCA0003-007 07/01/2021

Rates      Fringes

TERRAZZO FINISHER.....	\$ 39.95	18.46
TERRAZZO WORKER.....	\$ 53.03	28.34

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

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BRCA0003-009 08/01/2021

Rates      Fringes

MARBLE MASON.....	\$ 53.17	29.10
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BRCA0003-012 04/01/2019

Rates      Fringes

#### TILE FINISHER

Alameda, Contra Costa,		
Marin, Monterey, Napa, San		
Benito, San Francisco, San		
Mateo, Santa Clara, Santa		
Cruz, Solano.....	\$ 29.94	16.38
El Dorado, Placer,		
Sacramento, Sutter, Yolo,		
Yuba.....	\$ 27.31	14.75
Sonoma.....	\$ 28.06	15.82

#### Tile Layer

Placer, Sacramento,		
Sutter, Yolo, Yuba.....	\$ 45.51	17.64
Alameda, Contra Costa,		
Marin, Monterrey, Napa,		
San Benito, San Francisco,		
San Mateo, Santa Clara,		
Santa Cruz, Solano.....	\$ 49.90	19.16
Sonoma.....	\$ 46.77	19.08

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CARP0022-001 07/01/2021

San Francisco County

Rates      Fringes

#### Carpenters

Bridge Builder/Highway

Carpenter.....\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw	
Operator, Steel Scaffold & Steel Shoring Erector, Saw	
Filer.....\$ 55.00	31.49
Journeyman Carpenter.....\$ 54.85	31.49
Millwright.....\$ 54.95	33.08

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CARP0035-005 07/01/2021

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

AREA 2: Monterey, San Benito & Santa Cruz Counties

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

Rates      Fringes

Drywall Installers/Lathers:

Area 1.....\$ 54.85	31.93
Area 2.....\$ 48.97	31.93
Area 4.....\$ 48.12	31.93

Drywall Stocker/Scrapper

Area 1.....\$ 27.43	18.58
Area 2.....\$ 24.49	18.58
Area 4.....\$ 24.07	18.58

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CARP0035-009 07/01/2020

Marin County

Rates      Fringes

CARPENTER

Bridge Builder/Highway	
Carpenter.....\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw	
Operator, Steel Scaffold & Steel Shoring Erector, Saw	
Filer.....\$ 52.80	30.82
Journeyman Carpenter.....\$ 52.65	30.82
Millwright.....\$ 52.75	32.41

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CARP0046-001 07/01/2021

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

Rates      Fringes

## Carpenters

Bridge Builder/Highway		
Carpenter.....\$ 54.85	31.49	
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....\$ 49.12	31.49	
Journeyman Carpenter.....\$ 48.97	31.49	
Millwright.....\$ 51.47	33.08	

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

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CARP0046-003 07/01/2021

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

Rates      Fringes

## Carpenters

Bridge Builder/Highway		
Carpenter.....\$ 54.85	31.49	
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....\$ 47.77	31.49	
Journeyman Carpenter.....\$ 47.62	31.49	
Millwright.....\$ 50.12	33.08	

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CARP0152-001 07/01/2020

## Contra Costa County

Rates      Fringes

## Carpenters

Bridge Builder/Highway		
Carpenter.....\$ 52.65	30.82	
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....\$ 52.80	30.82	
Journeyman Carpenter.....\$ 52.65	30.82	
Millwright.....\$ 52.75	32.41	

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CARP0180-001 07/01/2021

## Solano County

Rates      Fringes

Carpenters

Bridge Builder/Highway		
Carpenter.....\$ 54.85	31.49	
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....\$ 55.00	31.49	
Journeyman Carpenter.....\$ 54.85	31.49	
Millwright.....\$ 54.95	33.08	

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CARP0217-001 07/01/2021

San Mateo County

Rates      Fringes

Carpenters

Bridge Builder/Highway		
Carpenter.....\$ 54.85	31.49	
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....\$ 55.00	31.49	
Journeyman Carpenter.....\$ 54.85	31.49	
Millwright.....\$ 54.95	33.08	

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CARP0405-001 07/01/2021

Santa Clara County

Rates      Fringes

Carpenters

Bridge Builder/Highway		
Carpenter.....\$ 54.85	31.49	
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....\$ 55.00	31.49	
Journeyman Carpenter.....\$ 54.85	31.49	
Millwright.....\$ 54.95	33.08	

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CARP0405-002 07/01/2021

San Benito County

Rates      Fringes

Carpenters

Bridge Builder/Highway		
Carpenter.....\$ 54.85	31.49	
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....\$ 49.12	31.49	
Journeyman Carpenter.....\$ 48.97	31.49	
Millwright.....\$ 51.47	33.08	

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CARP0505-001 07/01/2021

Santa Cruz County

Rates	Fringes
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Carpenters

Bridge Builder/Highway		
Carpenter.....\$ 54.85	31.49	
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....\$ 49.12	31.49	
Journeyman Carpenter.....\$ 48.97	31.49	
Millwright.....\$ 51.47	33.08	

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CARP0605-001 07/01/2021

Monterey County

Rates	Fringes
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Carpenters

Bridge Builder/Highway		
Carpenter.....\$ 54.85	31.49	
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....\$ 49.12	31.49	
Journeyman Carpenter.....\$ 48.97	31.49	
Millwright.....\$ 51.47	33.08	

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CARP0713-001 07/01/2021

Alameda County

Rates	Fringes
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Carpenters

Bridge Builder/Highway		
Carpenter.....\$ 54.85	31.49	

Hardwood Floorlayer,  
Shingler, Power Saw  
Operator, Steel Scaffold &  
Steel Shoring Erector, Saw  
Filer.....\$ 55.00        31.49  
Journeyman Carpenter.....\$ 54.85        31.49  
Millwright.....\$ 54.95        33.08

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CARP0751-001 07/01/2021

Napa and Sonoma Counties

Rates        Fringes

Carpenters

Bridge Builder/Highway  
Carpenter.....\$ 54.85        31.49  
Hardwood Floorlayer,  
Shingler, Power Saw  
Operator, Steel Scaffold &  
Steel Shoring Erector, Saw  
Filer.....\$ 55.00        31.49  
Journeyman Carpenter.....\$ 54.85        31.49  
Millwright.....\$ 54.95        33.08

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ELEC0006-003 12/01/2021

SAN FRANCISCO COUNTY

Rates        Fringes

Sound & Communications

Installer.....\$ 48.43        3%+23.15  
Technician.....\$ 55.69        3%+23.15

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

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ELEC0006-005 06/01/2022

SAN FRANCISCO COUNTY

Rates      Fringes

ELECTRICIAN.....\$ 49.95      3%+19.98

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

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ELEC0006-009 06/01/2022

SAN FRANCISCO COUNTY:

Rates      Fringes

ELECTRICIAN

All other work.....\$ 83.25      3%+40.065

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ELEC0180-002 12/01/2021

NAPA & SOLANO COUNTIES

Rates      Fringes

ELECTRICIAN.....\$ 35.50      18.335

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ELEC0234-002 12/27/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES:

Rates      Fringes

ELECTRICIAN

Zone A.....\$ 56.91      29.31  
Zone B.....\$ 62.60      29.48

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

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ELEC0234-004 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

Rates      Fringes

Sound & Communications

Installer.....	\$ 47.93	24.09
Technician.....	\$ 55.12	24.30

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

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ELEC0302-002 03/01/2021

CONTRA COSTA COUNTY

Rates	Fringes
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CABLE SPLICER.....	\$ 63.86	29.17
ELECTRICIAN.....	\$ 56.76	28.95

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ELEC0302-004 12/01/2021

CONTRA COSTA COUNTY

Rates	Fringes
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Sound & Communications

Installer.....	\$ 43.71	23.96
Technician.....	\$ 50.27	24.16

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

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ELEC0332-002 06/01/2022

## SANTA CLARA COUNTY

Rates      Fringes

ELECTRICIAN.....\$ 43.00      18.86

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ELEC0332-004 12/01/2021

## SANTA CLARA COUNTY

Rates      Fringes

### Sound & Communications

Installer.....	\$ 47.93	24.088
Technician.....	\$ 55.12	24.304

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

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ELEC0340-001 02/01/2016

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

Rates      Fringes

### ELECTRICIAN

Four stories.....	\$ 39.06	24.51
Work on single family homes and apartments up to and including 3 stories.....	\$ 23.10	12.48

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ELEC0340-004 02/01/2018

## COLUSA, PLACER, SUTTER, YOLO AND YUBA COUNTIES

Rates      Fringes

### Sound & Communications

Installer.....	\$ 29.35	3%+15.35
Technician.....	\$ 33.75	3%+15.35

**SCOPE OF WORK:** Including any data system whose only function

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

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ELEC0401-006 01/01/2021

#### EL DORADO AND PLACER COUNTIES

Rates      Fringes

ELECTRICIAN.....\$ 31.88      3%+7.50

#### ZONE PAY:

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

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ELEC0551-003 12/01/2020

#### MARIN AND SONOMA COUNTIES:

Rates      Fringes

ELECTRICIAN.....\$ 34.00      3%+15.25

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ELEC0595-004 06/01/2021

#### ALAMEDA COUNTY

Rates      Fringes

CABLE SPLICER.....\$ 72.80      3%+39.94  
ELECTRICIAN.....\$ 63.30      3%+39.94

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ELEC0595-007 12/01/2021

#### ALAMEDA COUNTY

Rates      Fringes

Sound & Communications  
Installer.....\$ 47.93      3%+22.65  
Technician.....\$ 55.12      3%+22.65

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

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ELEC0617-002 06/01/2022

SAN MATEO COUNTY

Rates      Fringes

ELECTRICIAN.....\$ 74.00      43.76

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ELEV0008-001 01/01/2022

Rates      Fringes

ELEVATOR MECHANIC.....\$ 74.54      36.885+a+b

**FOOTNOTE:**

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

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ENGI0003-009 06/29/2020

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

""AREA 1"" WAGE RATES ARE LISTED BELOW

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

SEE AREA DESCRIPTIONS BELOW

Rates      Fringes

**OPERATOR: Power Equipment  
(AREA 1:)**

GROUP 1.....	\$ 51.42	31.15
GROUP 2.....	\$ 49.89	31.15
GROUP 3.....	\$ 48.41	31.15
GROUP 4.....	\$ 47.03	31.15
GROUP 5.....	\$ 45.76	31.15
GROUP 6.....	\$ 44.44	31.15
GROUP 7.....	\$ 43.30	31.15
GROUP 8.....	\$ 42.16	31.15
GROUP 8-A.....	\$ 39.95	31.15

**OPERATOR: Power Equipment  
(Cranes and Attachments -**

**AREA 1:)**

**GROUP 1**

Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15

**GROUP 2**

Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15

**GROUP 3**

Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15

**GROUP 4**

Cranes.....	\$ 45.76	31.15
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**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 burn, 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

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#### ALL CRANES AND ATTACHMENTS

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

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

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

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

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#### AREA DESCRIPTIONS:

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

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

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

#### ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

#### MONTEREY COUNTY

Area 1: Remainder  
Area 2: Southwestern part

#### PLACER COUNTY:

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

#### PLUMAS COUNTY:

Area 1: Western portion  
Area 2: Remainder

#### SHASTA COUNTY:

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

#### SIERRA COUNTY:

Area 1: Western part  
Area 2: Remainder

#### SISKIYOU COUNTY:

Area 1: Central part  
Area 2: Remainder

**SONOMA COUNTY:**

Area 1: All but the Northwestern corner

Area 2: Reaminder

**TEHAMA COUNTY:**

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

Counties

Area 2: Remainder

**TRINITY COUNTY:**

Area 1: East Central part and the Northeaster border with

Shasta County

Area 2: Remainder

**TULARE COUNTY;**

Area 1: Remainder

Area 2: Eastern part

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ENGI0003-010 06/26/2017

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

**""AREA 1"" WAGE RATES ARE LISTED BELOW**

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

**SEE AREA DESCRIPTIONS BELOW**

Rates	Fringes
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**OPERATOR: Power Equipment**

(AREA 1:)

GROUP 1.....	\$ 43.25	30.39
GROUP 2.....	\$ 41.80	30.39
GROUP 3.....	\$ 40.40	30.39
GROUP 4.....	\$ 39.07	30.39
GROUP 5.....	\$ 37.86	30.39
GROUP 6.....	\$ 36.59	30.39
GROUP 7.....	\$ 35.50	30.39
GROUP 8.....	\$ 34.00	30.39
GROUP 8-A.....	\$ 32.30	30.39

**OPERATOR: Power Equipment**

(Cranes and Attachments -

AREA 1:)

**GROUP 1**

Cranes.....	\$ 44.85	28.03
Oiler.....	\$ 35.59	28.03

Truck crane oiler.....\$ 38.05 28.03

**GROUP 2**

Cranes.....	\$ 42.41	28.03
Oiler.....	\$ 35.34	28.03
Truck crane oiler.....	\$ 37.83	28.03
<b>GROUP 3</b>		
Cranes.....	\$ 40.77	28.03
Hydraulic.....	\$ 37.20	28.03
Oiler.....	\$ 35.11	28.03
Truck crane oiler.....	\$ 37.58	28.03
<b>GROUP 4</b>		
Cranes.....	\$ 37.86	28.03

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 burn, 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

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#### ALL CRANES AND ATTACHMENTS

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

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

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

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

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#### AREA DESCRIPTIONS:

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

AREA 1: ALAMEDA, CONTRA COSTA, MARIN, NAPA, SACRAMENTO, SAN

BENITO, SAN FRANCISCO, SANTA CLARA, SANTA CRUZ, SOLANO, YOLO,  
AND YUBA COUNTIES

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

**ELDORADO COUNTY:**

Area 1: North Central part

Area 2: Remainder

**MONTEREY COUNTY**

Area 1: Remainder

Area 2: Southwestern part

**PLACER COUNTY:**

Area 1: All but the Central portion

Area 2: Remainder

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ENGI0003-011 06/29/2020

SEE AREA DESCRIPTIONS BELOW

Rates	Fringes
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**OPERATOR: Power Equipment  
(LANDSCAPE WORK ONLY)**

**GROUP 1**

AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28

**GROUP 2**

AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28

**GROUP 3**

AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

**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, CONTRA COSTA, MARIN, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SANTA CLARA, SANTA CRUZ, SOLANO, YOLO, AND YUBA COUNTIES

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

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder  
Area 2: Southwestern part

PLACER COUNTY:

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

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IRON0377-001 07/01/2021

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA & SAN FRANCISCO COUNTIES

Rates	Fringes
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Ironworkers:

Fence Erector.....\$ 38.08	24.91
Ornamental, Reinforcing and Structural.....\$ 45.73	33.55

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,

Naval Post Graduate School - Monterey, Yermo Marine Corps  
Logistics Center

\$2.00 additional per hour at the following locations:

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

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IRON0433-005 07/01/2020

REMAINING COUNTIES

Rates	Fringes
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IRONWORKER

Fence Erector.....\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....\$ 41.00	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

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LABO0067-004 06/27/2022

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

Rates	Fringes
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Asbestos Removal Laborer.....\$ 27.05 13.50

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

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LABO0185-001 06/25/2018

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

Rates      Fringes

**Laborers: (CONSTRUCTION CRAFT**

**LABORERS)**

Construction Specialist.....	\$ 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

**Laborers: (GUNITE)**

GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66

**Laborers: (WRECKING)**

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

**Landscape Laborer (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS)**

Establishment Warranty Period.....	\$ 23.23	23.20
New Construction.....	\$ 29.54	23.20

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

**LABORER CLASSIFICATIONS**

**CONSTRUCTION SPECIALIST GROUP:** Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small

trenchers); Blaster; Diamond driller; Multiple unit drill;  
Hydraulic drill

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

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

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

rates.

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

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

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

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

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

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

GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material

cleaner"" is to be utilized under the following conditions:  
A: at demolition site for the salvage of the material. B:  
at the conclusion of a job where the material is to be  
salvaged and stocked to be reused on another job. C: for  
the cleaning of salvage material at the jobsite or  
temporary jobsite yard. The material cleaner classification  
should not be used in the performance of ""form stripping,  
cleaning and oiling and moving to the next point of  
erection"".

## GUNITE LABORER CLASSIFICATION

GROUP 1: Structural nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

## WRECKING WORK LABORER CLASSIFICATIONS

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

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

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LABO0185-003 07/01/2022

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

Rates	Fringes
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### LABORER

Mason Tender-Brick.....\$ 35.29	25.21
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LABO0185-007 07/01/2021

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

Rates	Fringes
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Plasterer tender.....\$ 35.82      28.45

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

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LABO0261-001 06/25/2018

MARIN, SAN FRANCISCO, AND SAN MATEO COUNTIES

Rates      Fringes

Laborers: (CONSTRUCTION CRAFT  
LABORERS)

Construction Specialist.....	\$ 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.

Laborers: (GUNITE)

GROUP 1.....	\$ 29.35	18.66
GROUP 2.....	\$ 28.85	18.66
GROUP 3.....	\$ 28.26	18.66
GROUP 4.....	\$ 28.14	18.66

Laborers: (WRECKING)

GROUP 1.....	\$ 28.39	23.20
GROUP 2.....	\$ 30.64	23.20

Landscape Laborer (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS)

Establishment Warranty Period.....	\$ 24.34	23.20
New Construction.....	\$ 30.54	23.20

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

## LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker  
and similar type tampers; Buggymobile; Caulker, bander,  
pipewrapper, conduit layer, plastic pipelayer; Certified  
hazardous waste worker including Leade Abatement;  
Compactors of all types; Concrete and magnesite mixer, 1/2  
yd. and under; Concrete pan work; Concrete sander; Concrete  
saw; Cribber and/or shoring; Cut granite curb setter;  
Dri-pak-it machine; Faller, logloader and bucker; Form  
raiser, slip forms; Green cutter; Headerboard, Hubsetter,  
aligner, by any method; High pressure blow pipe (1-1/2"" or

over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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

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

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

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

placed.

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

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

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

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

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

## GUNITE LABORER CLASSIFICATION

GROUP 1: Structural nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

#### WRECKING WORK LABORER CLASSIFICATIONS

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

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

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LABO0261-008 07/01/2018

#### NAPA AND MARIN COUNTIES

Rates	Fringes
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##### LABORER

Mason Tender-Brick.....\$ 32.45	22.20
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LABO0261-011 07/01/2021

#### SAN FRANCISCO AND SAN MATEO COUNTIES:

Rates	Fringes
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MASON TENDER, BRICK.....\$ 34.85	26.32
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FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

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LABO0261-012 07/01/2021

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

Rates	Fringes
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Plasterer tender.....\$ 35.82	28.45
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Work on a swing stage scaffold: \$1.00 per hour additional.

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LABO0261-013 07/01/2022

#### SAN FRANCISCO AND SAN MATEO COUNTIES:

Rates      Fringes

PLASTER TENDER.....\$ 40.48      30.23

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

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LABO0270-001 06/25/2018

AREA ""A"" - SANTA CLARA COUNTY

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

Rates      Fringes

Laborers: (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist.....	\$ 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.

Laborers: (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist		
Group.....	\$ 30.49	23.20
Construction Specialist.....	\$ 26.84	15.82
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

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 29.35	18.66
GROUP 2.....	\$ 28.85	18.66
GROUP 3.....	\$ 28.26	18.66
GROUP 4.....	\$ 28.14	18.66

Laborers: (GUNITE - AREA B:)

GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66

Laborers: (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

**Laborers: (WRECKING - AREA B:)**

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

**Landscape Laborer (GARDENERS,  
HORTICULTURAL & LANDSCAPE**

**LABORERS - AREA A:)**

Establishment Warranty		
Period.....	\$ 24.23	23.20
New Construction.....	\$ 30.54	23.20

**Landscape Laborer (GARDENERS,  
HORTICULTURAL & LANDSCAPE**

**LABORERS - AREA B:)**

Establishment Warranty		
Period.....	\$ 23.23	23.20
New Construction.....	\$ 29.54	23.20

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

## LABORER CLASSIFICATIONS

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

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

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

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

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

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

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

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

GROUP 1-f: Wire winding machine in connection with guniting or 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: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:  
A: at demolition site for the salvage of the material. B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job. C: for the cleaning of salvage material at the jobsite or temporary jobsite yard. The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

## GUNITE LABORER CLASSIFICATION

GROUP 1: Structural nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

## WRECKING WORK LABORER CLASSIFICATIONS

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

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

materials)

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LABO0270-002 07/01/2022

SANTA CLARA AND SANTA CRUZ COUNTIES

Rates      Fringes

MASON TENDER, BRICK

Santa Clara County.....	\$ 34.29	26.51
Santa Cruz County.....	\$ 34.29	26.51

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LABO0270-006 07/01/2022

MONTEREY AND SAN BENITO COUNTIES

Rates      Fringes

LABORER

Mason Tender-Brick.....	\$ 35.29	25.21
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LABO0270-008 07/01/2017

SANTA CLARA & SANTA CRUZ

Rates      Fringes

PLASTER TENDER.....\$ 34.70      21.22

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

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LABO0270-009 07/01/2017

MONTEREY AND SAN BENITO COUNTIES:

Rates      Fringes

Plasterer tender.....\$ 34.70      21.22

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

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LABO0304-001 06/25/2018

ALAMEDA COUNTY

Rates      Fringes

Laborers: (CONSTRUCTION CRAFT

LABORERS)

Construction Specialist.....	\$ 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.

**Laborers: (GUNITE)**

GROUP 1.....	\$ 29.35	18.66
GROUP 2.....	\$ 28.85	18.66
GROUP 3.....	\$ 28.26	18.66
GROUP 4.....	\$ 28.14	18.66

**Laborers: (WRECKING)**

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

**Landscape Laborer (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS)**

Establishment Warranty		
Period.....	\$ 24.23	23.20
New Construction.....	\$ 30.54	23.20

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

## LABORER CLASSIFICATIONS

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

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

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

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

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

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

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

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

every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or 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: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:  
A: at demolition site for the salvage of the material. B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job. C: for the cleaning of salvage material at the jobsite or temporary jobsite yard. The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

## GUNITE LABORER CLASSIFICATION

GROUP 1: Structural nozzleeman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

## WRECKING WORK LABORER CLASSIFICATIONS

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

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

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LABO0304-006 05/01/2018

ALAMEDA COUNTY

Rates	Fringes
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Brick Tender.....\$ 35.37	20.70
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FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

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LABO0304-007 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

Rates	Fringes
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Plasterer tender.....\$ 34.70	23.11
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Work on a swing stage scaffold: \$1.00 per hour additional.

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LABO0324-001 06/25/2018

AREA ""A"" - CONTRA COSTA COUNTY

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

Rates	Fringes
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Laborers: (CONSTRUCTION CRAFT  
LABORERS - AREA A:)

Construction Specialist.....\$ 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 1-g (Contra Costa County).....\$ 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.

Laborers: (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist.....	\$ 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

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 29.35	18.66
GROUP 2.....	\$ 28.85	18.66
GROUP 3.....	\$ 28.26	18.66
GROUP 4.....	\$ 28.14	18.66

Laborers: (GUNITE - AREA B:)

GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66

Laborers: (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

Laborers: (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

Landscape Laborer (GARDENERS,  
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

Establishment Warranty		
Period.....	\$ 24.23	23.20
New Construction.....	\$ 30.54	23.20

Landscape Laborer (GARDENERS,  
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

Establishment Warranty		
Period.....	\$ 23.23	23.20
New Construction.....	\$ 29.54	23.20

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

## LABORER CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

## GUNITE LABORER CLASSIFICATION

GROUP 1: Structural nozzleeman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

## WRECKING WORK LABORER CLASSIFICATIONS

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

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

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LABO0324-011 07/01/2022

## SOLANO AND SONOMA COUNTIES

Rates	Fringes
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### LABORER

Mason Tender-Brick.....\$ 35.84	25.91
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FOOTNOTE: Refractory work where heat-protective clothing is required: \$2.00 per hour additional.

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LABO0324-015 05/01/2018

## CONTRA COSTA COUNTY

Rates	Fringes
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Brick Tender.....\$ 35.37	20.70
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FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

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LABO0324-017 07/01/2021

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

Rates      Fringes

Plasterer tender.....\$ 35.82      28.45

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

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PAIN0016-002 01/01/2021

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

Rates      Fringes

Painters:

Brush.....\$ 35.88      21.16

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.25 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.

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PAIN0016-009 07/01/2022

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

Rates      Fringes

SOFT FLOOR LAYER.....\$ 54.25      32.28

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\* PAIN0016-011 07/01/2022

AREA 1: ALAMEDA, CONTRA COSTA, NAPA, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SOLANO AND SONOMA COUNTIES

AREA 2: EL DORADO COUNTY, MONTEREY, PLACER, SACRAMENTO, SAN BENITO, SANTA CRUZ, SIERRA, SUTTER AND YUBA COUNTIES

Rates      Fringes

Drywall Finisher/Taper

AREA 1.....	\$ 57.16	30.24
AREA 2.....	\$ 53.03	28.84

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PAIN0016-013 01/01/2022

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

Rates      Fringes

PAINTER.....\$ 46.37      26.33

FOOTNOTES:

Spray Work: \$0.50 additional per hour.

Exotic Materials: \$1.25 additional per hour

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PAIN0016-019 01/01/2022

SAN FRANCISCO COUNTY

Rates      Fringes

PAINTER.....\$ 49.99      26.33

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PAIN0169-006 01/01/2022

ALAMEDA, CONTRA COSTA, MARIN, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SONOMA COUNTIES; and SOLANO COUNTY (west of a line defined as follows:

Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area):

Rates      Fringes

GLAZIER.....\$ 54.77      31.45

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\* PAIN0567-002 07/01/2022

EL DORADO AND PLACER COUNTIES

Rates      Fringes

PAINTER

Brush and Roller.....	\$ 33.15	14.29
Spray Painter & Paper		

Hanger.....\$ 34.81      14.29

PREMIUMS:

Spray & Paperhanger = \$0.85/hr

Special Coatings (Brush), & Sandblast = \$0.50/hr

Special Coatings (Spray), & Steeplejack = \$1.00/hr

Swing Stage = \$2.00/hr

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

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\* PAIN0567-008 07/01/2022

EL DORADO AND PLACER COUNTIES

Rates      Fringes

SOFT FLOOR LAYER.....\$ 34.27      16.47

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\* PAIN0567-011 07/01/2022

EL DORADO AND PLACER COUNTIES

Rates      Fringes

DRYWALL FINISHER/TAPER.....\$ 38.92      14.99

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

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PAIN0767-002 01/01/2022

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

Rates      Fringes

GLAZIER.....\$ 41.78      33.09

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

FOOTNOTE: Employee required to wear a body harness shall receive \$1.50 above the basic hourly rate at any elevation.

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PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

Rates      Fringes

Parking Lot Striping/Highway

Marking:

GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

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

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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PAIN1237-002 08/01/2022

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

Rates      Fringes

SOFT FLOOR LAYER.....	\$ 44.72	24.98
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PLAS0066-001 07/01/2019

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

Rates      Fringes

PLASTERER.....	\$ 42.41	30.73
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PLAS0300-002 07/01/2018

Rates      Fringes

PLASTERER

AREA 224: San Benito, Santa Clara & Santa Cruz Counties.....	\$ 32.88	31.68
AREA 295: El Dorado, Napa, Placer, Sacramento, Solano, Sonoma, Sutter, Yolo & Yuba Counties.....	\$ 32.70	31.68
AREA 337: Monterey County...	\$ 32.88	31.68
AREA 355: Marin County.....	\$ 36.73	31.68

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PLAS0300-005 07/01/2016

Rates      Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 32.15            23.27

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PLUM0038-003 07/01/2022

MARIN, SAN FRANCISCO & SONOMA COUNTIES

Rates        Fringes

PLUMBER (Plumber,  
Steamfitter, Refrigeration  
Fitter)

(1) Wood Frame  
Construction in San  
Francisco, and all work in  
Marin & Sonoma Counties.....\$ 82.00        48.18  
(2) New Construction in  
San Francisco County.....\$ 82.00        48.18

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PLUM0038-007 07/01/2022

MARIN, SAN FRANCISCO & SONOMA COUNTIES

Rates        Fringes

Landscape/Irrigation Fitter  
(Underground/Utility Fitter).....\$ 69.70        33.15

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PLUM0062-001 07/01/2022

MONTEREY AND SANTA CRUZ COUNTIES

Rates        Fringes

PLUMBER & STEAMFITTER.....\$ 48.95        38.65

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PLUM0159-002 07/01/2018

CONTRA COSTA COUNTY

Rates        Fringes

Plumber, Pipefitter,  
Steamfitter.....\$ 39.67        16.44

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PLUM0342-002 07/01/2022

ALAMEDA COUNTY

Rates        Fringes

PLUMBER & STEAMFITTER.....\$ 72.00        45.70

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PLUM0343-002 07/01/2018

## NAPA AND SOLANO COUNTIES

Rates      Fringes

Plumbers and Pipefitters.....\$ 30.85      20.40

FOOTNOTES: Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

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PLUM0350-002 08/01/2021

## EL DORADO AND PLACER COUNTIES (LAKE TAHOE BASIN ONLY)

Rates      Fringes

Plumbers and Pipefitters.....\$ 47.54      17.11

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PLUM0355-002 07/01/2022

ALAMEDA, CONTRA COSTA, EL DORADO, MONTEREY, NAPA, PLACER, SACRAMENTO, SAN BENITO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, SUTTER, YOLO AND YUBA COUNTIES

Rates      Fringes

Underground Utility Worker  
/Landscape Fitter.....\$ 32.22      17.55

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PLUM0393-002 09/01/2013

## SAN BENITO & SANTA CLARA COUNTIES

Rates      Fringes

Plumbers and Pipefitters.....\$ 30.90      7.90

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PLUM0442-004 07/01/2020

## SUTTER AND YUBA COUNTIES

Rates      Fringes

PLUMBER & STEAMFITTER.....\$ 45.50      31.89

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PLUM0447-003 07/01/2016

## EL DORADO, PLACER, SACRAMENTO AND YOLO COUNTIES:

Rates      Fringes

Plumbers and Pipefitters.....\$ 36.23      17.72

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PLUM0467-001 07/01/2021

SAN MATEO COUNTY

Rates      Fringes

Plumber/Pipefitter/Steamfitter...\$ 73.10      38.61

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ROOF0040-001 08/01/2022

SAN FRANCISCO & SAN MATEO COUNTIES:

Rates      Fringes

ROOFER.....\$ 49.83      21.14

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ROOF0081-003 08/01/2022

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

Rates      Fringes

ROOFER.....\$ 50.27      20.66

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ROOF0081-005 08/01/2022

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

Rates      Fringes

ROOFER.....\$ 43.13      19.71

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ROOF0095-001 08/01/2022

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

Rates      Fringes

ROOFER

Bitumastic, Enameler, Coal

Tar, Pitch and Mastic

worker.....\$ 55.16      20.82

Journeyman.....\$ 51.16      20.82

Kettle person (2 kettles)...\$ 53.16      20.82

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SFCA0483-002 08/01/2022

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

Rates      Fringes

SPRINKLER FITTER.....\$ 44.57      16.35

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SFCA0669-006 04/01/2021

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

Rates      Fringes

SPRINKLER FITTER.....\$ 40.36      26.15

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SFCA0669-012 04/01/2022

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

Rates      Fringes

SPRINKLER FITTER.....\$ 44.36      26.83

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SHEE0104-002 07/01/2020

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

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

Rates      Fringes

**SHEET METAL WORKER**

AREA 1.....\$ 43.18	38.28
AREA 2.....\$ 52.90	36.44
AREA 3.....\$ 55.16	34.18

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SHEE0104-017 07/01/2020

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

Rates      Fringes

SHEET METAL WORKER.....\$ 30.29      16.41

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TEAM0094-001 07/01/2022

Rates      Fringes

Truck drivers:

GROUP 1.....\$ 36.95	31.14
GROUP 2.....\$ 37.25	31.14
GROUP 3.....\$ 37.55	31.14
GROUP 4.....\$ 37.90	31.14
GROUP 5.....\$ 38.25	31.14

## FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

## TRUCK DRIVER CLASSIFICATIONS

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

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

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy

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

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

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

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

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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.

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## 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 National Office because National Office has 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