

**CITY OF MARYSVILLE
PUBLIC WORKS DEPARTMENT
526 C STREET
MARYSVILLE, CALIFORNIA 95901**

**NOTICE TO CONTRACTORS
SPECIAL PROVISIONS
PROPOSAL AND CONTRACT**

FOR

**CDBG PAVEMENT REHABILITATION - PHASE 3 PROJECT
CONTRACT NO. 24-10**

**FOR USE WITH STANDARD SPECIFICATIONS AND STANDARD
PLANS DATED 2025 OF THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION, GENERAL PREVAILING WAGE RATE (THE
HIGHEST WAGES BETWEEN STATE PREVAILING WAGE (DIR) AND
FEDERAL DAVIS BACON WAGES (DOL)), LABOR SURCHARGE, AND
EQUIPMENT RENTAL OF THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION**

**THIS PROJECT IS FUNDED IN PART BY THE COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM**

CONTRACT NO. 24-10

The special provisions contained herein have been prepared by or under the direction of the following Registered Person:

JOHN MALLEN, P.E., P.L.S.
RCE. 62315, Exp. 09/30/2027

SPECIAL NOTICE

The bidder’s attention is directed to the section entitled “Subcontracting” in Section 4 of the Special Provisions regarding the requirement that proposed subcontractors be listed in the bidder’s proposal. Subcontractors performing work in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, shall be listed.

This project bid is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18,2022.

Domestic Preference: Iron and steel products used in this project comply with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58.

Any request for substitute or “or equal” shall include the Manufacturer’s Certification of compliance with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58.

Exemptions may apply.

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**CITY OF MARYSVILLE
STATE OF CALIFORNIA
PUBLIC WORKS DEPARTMENT**

**NOTICE TO CONTRACTORS
February 27, 2026**

Sealed proposals will be received at the City Clerk's Office, City of Marysville, located at City Hall, 526 C Street, Marysville, California, 95901, until 2:00 P.M. on **Thursday, March 27, 2026**, at which time they will be publicly opened and read aloud, for construction in accordance with the specifications to which special reference is made as follows:

**CDBG PAVEMENT REHABILITATION - PHASE 3 PROJECT
CONTRACT NO. 24-10**

No bid will be considered unless it is made on the bid form **furnished by the Public Works Department and include Appendix A Bid Requirement forms provided with the bid documents**. Each bid must be accompanied by cash, cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer made payable to the City of Marysville for an amount equal to at least ten percent (10%) of the total bid amount, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

General Work Description:

The work in general consists of examining the existing street surfaces, providing public notification and posting, grinding, cleaning and preparing the existing surface including removal of existing pavement striping, markers, and markings where not in the area of grinding or pulverizing and protecting all gate valve lids, manhole covers, and utility lids, referencing lids on gutters, providing traffic control. Then either performing pavement repairs (digouts), 0.10' minimum depth Micro-Mill of the existing pavement surface, installation of pavement fabric, placing hot mix asphalt overlay or new hot mix asphalt section, adjusting to grade all gate valve lids, manhole covers, and utility lids placing thermoplastic traffic stripes and pavement markings, placing pavement markers including blue markers associated with fire hydrants, and final cleanup. The work is described in more detail in the project plans and specifications. Other such items or details not mentioned above that are required by the plans, Standard Specifications, or the Special Provisions, and as directed by the Engineer, shall be performed, placed, constructed, or installed.

CDBG PAVEMENT REHABILITATION - PHASE 3 PROJECT

BASE BID SCHEDULES
Bid Schedule A1 - I Street (Featherside Way - North end)
Bid Schedule A2 - H Street (10th Street - 14th Street)
Bid Schedule A3 - G Street (10th Street - 14th Street)
Bid Schedule A4 - F Street (10th Street - 14th Street)
Bid Schedule A5 - 11th Street (J Street - Lake End)
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Bid Schedule A8 - E Street (10th Street - 14th Street)
ADD ALTERNATE BID SCHEDULES
Add Alternate Bid Schedule A9- D Street (10th Street - 14th Street)

The estimated cost of the project is \$3,200,000.

The work shall be completed within 90 working days.

No pre-bid meeting is scheduled for this project.

Bids are required for the entire work described herein. BABA requirements apply to this project.

In accordance with the provisions of California Public Contract Code Section 3300, the City has determined that the contractor shall possess a valid Class A, General Engineering, contractor's license(s) at the time that the Contract is awarded. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license(s) at the time of award.

Plans, specifications, and proposal forms for bidding this project can be downloaded in PDF format, online at <https://www.marysville.ca.us/bids-rfps> or can be obtained at the Public Works office, City of Marysville, 526 C Street, Marysville, California, 95901, for a non-refundable deposit of \$45.00 per set. An additional non-refundable deposit of \$5.00 for shipping and handling is required for those requesting delivery by U.S. mail. Deposit shall be in the form of a cashier's check, personal check, or business check. If a contractor elects to submit a bid, the proposal form shall be on the form the City provides in the specifications or as modified by addendum.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest. Please direct questions to or to be placed on the plan holders list by contacting the public works department, (530) 749-3902. Inquiries may be submitted in writing to Director of Public Works, at 526 C Street, Marysville, CA 95901 or by e-mail to the Consultant City Engineer at jmallen@mhm-inc.com.

This project is funded Department of Housing and Community Development Community Development Block Grant funding provided through the Department of Housing and Urban Development.

This contract is subject to federal and state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990 and E.O. 11246. The City of Marysville hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

In accordance with the provisions of Section 1770 to 1790 of the Labor Code of the State of California, the City of Marysville has ascertained that the general prevailing rate of wages applicable to the locality in which the work is to be done to be listed in the "General Prevailing Wage Rates as determined by the Director of Industrial Relations," which is on file at the Public Works Department and available from the California Department of Industrial Relations Internet website at www.dir.ca.gov/OPRL/DPreWageDetermination.htm. The contractor and any of its subcontractors shall pay not less than said specified wage rates to all workers employed by them in the execution of the Work. This project is a State and Federal Prevailing Wage project and is subject to the highest wage between the Department of Industrial Relations and the Department of Labor Davis Bacon wages. Davis Bacon Wages for this project have been provided in the Labor Compliance Manual and Contract Language.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid-rigging activities. Bid-rigging activities can be reported Monday through Friday, between 8:00 A.M. and 5:00 P.M., Eastern Time, telephone: 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report these activities. The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations, Department of Labor, Department of Housing and Community Development and/or the Department of Housing and Urban Development. This project is subject to updated HUD Section 3 Requirements. Requirements for Labor Compliance and Section 3 Compliance can be found in Appendix B and Appendix C of this document.

The successful bidder, at bidder's own expense, shall furnish a faithful performance bond and a payment bond each in an amount of one hundred percent (100%) of the total bid, respectively, and in the form prescribed for use by the City of Marysville. The bonds shall be provided to the City at the time of execution of contract.

Pursuant to Section 22300, Public Contracts Code, the Contractor may elect to receive one hundred percent (100%) of payments due under the contract from time to time without retention of any portion of the payment by the public agency in accordance with the provisions of Section 22300 of the Public Contracts Code. Such securities, if deposited by the Contractor, shall be valued by

the public agency's finance director (treasurer), whose decision on valuation of the securities shall be final.

Unit prices shall be shown on bids submitted as well as a total price for each item bid upon.

No charge for delivery, shipping, parcel post, packing, insurance, license fees, permits, or for any other purpose will be paid by the City of Marysville unless expressly included and itemized in the bid.

The officer or employee conducting the bidding procedure shall present the bid tabulation to the City Council or its designee for consideration and award if deemed appropriate.

In its discretion, the City Council of Marysville or its designee reserves the right after opening the bids to reject any or all bids, to waive any informality in a bid or bid submittal, and to award to the lowest responsive, responsible bidder for the base bid schedule, as it may best serve the interests of the City. At the time of the award, the City will determine if any the add alternate bid schedules are added to the base contract.

If two or more bids received are for the same total amount or unit price, quality and service being equal, the City Council or its designee may accept the one it chooses or accept the lowest bid made after negotiation with tie bidders.

Labor surcharge and equipment rental rates to be used on this contract shall be those in effect when the work is accomplished.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

MAGGIE SANCHEZ, CITY CLERK
CITY COUNCIL OF MARYSVILLE

SECTION 1 **DEFINITIONS**

1.1 General – The work embodied herein shall be done in accordance with the appropriate provisions of the Specifications entitled “State of California, Department of Transportation, Standard Specifications,” dated 2022, insofar as the same may apply and in accordance with the following special provisions.

Whenever in said Standard Specifications and these Special Provisions the following terms are used, they shall be understood to mean and to refer to the following:

“Department” or “Department of Transportation” – The PUBLIC WORKS DEPARTMENT of the City of Marysville.

“Engineer” or “Director” – The City Engineer or the Director of Public Works of the City of Marysville or their authorized agents.

“Laboratory” – That laboratory designated by the Engineer.

“State” – The City of Marysville.

Other terms appearing in the Standard Specifications and these Special Provisions shall have the intent and meaning specified in Section 1, Definition of Terms of the Standard Specifications.

In case of conflict between Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

SECTION 2 **PROPOSAL AND CONTRACT REQUIREMENTS**

2.1 Examination of Plans, Specifications, and Site of Work – The bidder is required to examine carefully the site of the proposed work, plans, special provisions, including BABA requirements and compliance, standard specifications, and contract forms for the work contemplated, and it will be assumed that the bidder investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the Special Provisions and the contract including Appendix A, Appendix B and Appendix C. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

2.2 Proposal Form – **All proposal forms shall be on the provided forms from the City of Marysville and shall be made upon the proposal forms included in these Special Provisions or modified by addendum. All proposals must give the prices proposed, with unit prices prevailing, and must be signed by the bidder with his address. Copies of proposal forms obtained from a source other than the City will not be allowed.**

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a).

No contractor or subcontractor can execute a contract unless they have an active Registration with SAM.Gov and Unique Entity Identification and each Subcontractor needs to have a Unique Entity Identification (not active registration just the number issued) prior to contract execution.

2.3 Delivery of Proposal – Said bid or proposal shall be delivered to the City Clerk’s Office, City of Marysville, in accordance with the Notice inviting sealed proposals.

2.4 Withdrawal of Proposal – No bidder may withdraw his proposal for a period of sixty (60) days after the date set for the opening thereof.

2.5 Competency of Bidder – The City may require any bidder to furnish a statement of financial responsibility, technical ability and experience. No bid will be accepted from a Contractor who is not licensed under Chapter 9, Division 3, California Business and Professions Code.

2.6 Rejection of Proposals – Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind.

The City reserves the right to waive any informality or irregularity in any bid or bidding. The right is reserved to reject any and all proposals.

2.7 Bidder Guaranty – All bids shall be presented under sealed cover and shall be accompanied by cashier’s check, certified check, or bidder’s bond, made payable to the City of Marysville, for an amount equal to at least ten percent (10%) of said bid, and no bids shall be considered unless such cashier’s check, certified check, or bidder’s bond is enclosed herewith.

2.8 Award of Contract – All bids will be compared on the basis of the Engineer’s Estimate of quantities of work to be done.

The contract, if awarded, will be to the lowest responsible, responsive bidder for base bid schedule. At the time of the award, the City will determine if any the add alternate bid schedules are added to the base contract.

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

2.9 Execution of Contract – The contract shall be executed by the successful bidder and returned, together with the contract bonds and certificates of insurance, within fifteen (15) days after the award of contract.

All of the documents in Appendix B must be submitted by the General and all subcontractor listed in the bid 10 days after the execution of the contract and prior to issuance of the notice to proceed.

2.10 Contract Bonds – Contractor shall provide, at the time of the execution of the agreement or contract for work and at his own expense, an admitted surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of said agreement. Contractor shall also provide, at the time of the execution of the agreement or contract for the work, and at his own expense, a separate admitted surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said agreement. Each bond shall be in the form included in these contract documents. Sureties on each of said bonds shall be satisfactory to the City Attorney.

2.11 Guaranty of Work – Notwithstanding the acceptance of said work and improvements and inspection thereof by the City, Contractor guarantees all of said work and shall perform or cause to be performed repairs, additions, or corrective work caused by the deficiency or omission of Contractor for one (1) year after the work has been completed and accepted by the City. The Faithful Performance Bond herein provided shall cover the guarantee set forth in this paragraph.

2.12 Federal Lobbying Restrictions – Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub-recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, “Disclosure of Lobbying Activities,” with instructions for completion of the Standard Form is also included in the proposal. Signing the proposal shall constitute signature of the certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding One Hundred Thousand Dollars (\$100,000). All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors, and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors, and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- 1) A cumulative increase of Twenty-five Thousand Dollars (\$25,000) or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- 2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- 3) A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2.13 Disadvantaged Business Enterprise (DBE) and Section 3 Requirements—Goals for the project are provided in Appendix A - Bid Requirements and must be submitted with the Bid Proposal. DBE/MBE/WBE efforts will be reviewed for the lowest bidder and documentation of the efforts must be submitted upon notification. Failure to provide proper outreach related to MBE/WBE/DBE may result in the bid being non-responsive. Section 3 bid requirements are also included with this bid and project, Appendix C. All documents provided in Appendix B and Appendix C must be submitted as provided and outlined in the attached manual 10 days after the contract execution and prior to Notice of Proceed being issued for the project.

SECTION 3 **CONTROL OF THE WORK**

3.1 General – Attention is directed to the provisions of Section 5 of the Standard Specifications and the following provisions.

3.2 Lines, Grades, and Surveying — Special attention is called to Section 5.1.07 of the Standard Specifications, with the following modifications:

When the Contractor requires such stakes or marks, he shall notify the Engineer of his requirements, in writing, on the “Request for Construction Staking” form provided by the Engineer, a reasonable length of time in advance of starting operations that require such stakes or marks. (In no event shall a notice of less than two (2) working days or more than five (5) working days be considered a reasonable length of time.)

If the area or facility is not prepared satisfactorily for the staking, as determined by the Engineer, the Engineer will void the request for such staking, and the Contractor shall submit a new request for the staking when the area or facility has been properly prepared.

The Contractor shall carefully preserve stakes and marks set by the Engineer. In case such stakes and marks are destroyed or damaged they will be replaced at the engineer's earliest convenience. Full compensation for the work done by the City in restoring the stakes at the rate of One Hundred Dollars (\$100) per hour shall be deducted from any monies due or to become due the contractor.

3.3 Intent of Plans and Specifications – These Special Provisions, the Plans, the Standard Specifications, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe and to provide for a complete work. Plans shall govern over Standard Specifications, and Special Provisions shall govern over both Plans and Standard Specifications.

3.4 Environmental Control – Attention is directed to Sections 13 and 14 of the Standard Specifications. The Contractor shall comply with all environmental control rules, regulations, ordinances, and statutes that apply to the project and any work performed pursuant to the contract.

Contractor shall haul away and dispose of all removed waste materials at a proper disposal site.

Unless otherwise designated, all trees, landscaping, and shrubbery shall be protected.

Contractor will be required to provide the City a spill countermeasure plan prior to beginning construction.

3.5 Final Inspection – The Contractor shall notify the Engineer in writing of the completion of the work, and the Engineer will promptly inspect the work. The Engineer will develop a final punch list, and the Contractor will be notified in writing of any defects or deficiencies to be remedied. When notified that this work has been completed, the Engineer will again inspect the work and when satisfied that all work has been done in accordance with the contract drawings and these Special Provisions, he will recommend to the City Council that they formally accept the contract as complete. The completion date, for purposes of computing “Time for Completion” and liquidated damages, if any, will be considered to be the date of Contractor's first written completion notice, provided that, in the Engineer's judgment, the work is substantially complete and operational at that time.

SECTION 4 **LEGAL REGULATIONS AND** **RESPONSIBILITY TO THE PUBLIC**

4.1 Laws to be Observed – The Contractor shall keep himself fully informed of all existing state and national laws and all municipal ordinances and regulations of the City of Marysville which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

4.2 Prevailing Wages –It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the highest rate specified rates between the DIR and DOL wages provided in accordance to the Appendix B - Labor Compliance Manual and Contract Language attachment as listed in the “Notice to Contractors” to all laborers, workmen, and mechanics employed by them in the execution of the contract. The Contractor shall provide the City with a certified copy of all payroll records in accordance to the Appendix B - Labor Compliance Manual and Contract Language as provided herein. The Contractor and all subcontractors shall maintain original documents and furnish electronic certified payroll records to the City as well as uploading directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) using the PWC 100 portal.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations, the Department of Labor, Department of Housing and Community Development and Department of Housing and Urban Development.

4.3 Permits and Licenses – The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. There will be no charge for the permits from the City.

All contractors, including subcontractors, shall have a City business license in accordance with the Marysville Municipal Code.

4.4 Indemnity – The City of Marysville and all officers and employees thereof connected with the work, including but not limited to the Director and the Engineer, shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person, either workmen or the public; or for damage to property from any cause which might have been prevented by the Contractor, or his workmen, or anyone employed by him.

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to workmen and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

The Contractor shall indemnify and save harmless the City of Marysville and all officers and employees thereof connected with the work, including but not limited to the Director and the Engineer, from all claims, suits or actions of every name, kind and description, brought forth, or on account of, injuries to or death of any person, including but not limited to workmen and the public, or damage to property resulting from the performance of a contract, except as otherwise provided by statute. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

With respect to third party claims against the Contractor, the Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers or employees.

It is the intent of the parties that the Contractor will indemnify and hold harmless the City, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence on the part of the City, the Contractor, the subcontractor or employee of any of these, other than the active negligence of the City, its officers and employees.

4.5 Insurance – The Contractor shall procure and maintain for the duration of the contract insurance against all claims for injuries or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance – Coverage shall be at least as broad as:

- 1) Insurance Services Offices Commercial General Liability coverage (occurrence Form CG 00 01) including products and completed operations.
- 2) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code I (any auto).
- 3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

b. Minimum Limits of Insurance – The Contractor shall maintain limits no less than:

- 1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. The aggregate limit shall be \$2,000,000.
- 2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- 3) Workers Compensation: Statutory limits.
- 4) Employers' Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.

If the contractor maintains higher limits than the minimums shown above, the City shall be entitled to coverage for the higher limits maintained by the contractor.

c. Deductibles and Self-Insurance Retention – Any deductibles or self-insurance retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insurance retention as respects the City, its officers, officials, employees and volunteers, or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions – The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees, and volunteers are to be covered as insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions are used).

2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3) Each insurance policy required by this clause shall provide that coverage shall not be canceled, except after 30 days prior written notice has been provided to the City or 10 days prior written notice for non-payment of premium.

e. Acceptability of Insurer – Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII unless otherwise acceptable to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

f. Verification of Coverage – Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

g. Subcontractors – Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

h. Waiver of Subrogation – Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

If the Contractor fails to maintain any insurance as required by this section, the City of Marysville may take out such insurance to cover any damages for which the City of Marysville might be held liable on account of the operations under this contract, and deduct and retain the amount of the premiums for such insurance from any sums due the Contractor under the contract. Nothing herein contained shall be construed as limiting in any way the extent to which the Contractor may be held responsible for payment of damages resulting from his operations, or those of any subcontractor under him. Maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

4.6 No Personal Liability – Neither the Mayor, the Council, the Engineer, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the contract.

4.7 Responsibility of City – The City shall not be held responsible for the care or protection of any materials or parts of the work prior to final acceptance, except as expressly provided in these Special Provisions.

4.8 Domestic Materials – Only such materials shall be used in the performance of this contract as conform to the requirements of Chapter 4 of Division 5 of Title 1 of Government Code of the State of California except as otherwise provided in certain treaties and general trade agreements of the United States.

4.9 Apprenticeship Requirements – Attention is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5, as amended in 1989, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will fix the ratio of apprentices to journeymen that will be used in the performance of the contract to be not less than one to five hours except:

- a. When employment in the area of coverage by the joint apprenticeship committee has exceed an average of fifteen percent (15%) in the ninety (90) days prior to the request for certificate; or
- b. When the number of apprentices in training in the area exceeds a ratio of one to five (1:5); or
- c. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or

d. When the contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen; or

e. When a joint apprenticeship committee submits an application to DAS for an alternative ratio based on a 1:5 daily worker count if the hourly ratio is not feasible for that particular craft or trade.

In addition to the above exceptions, contracts of specialty contractors not bidding through a general contractor and involving less than twenty (20) working days or Thirty Thousand Dollars (\$30,000) are exempt from the provisions of Section 1777.5. This is the same exemption that applies to contracts of general contractors. However, a subcontractor bidding through a general contractor must comply with Section 1777.5 no matter how small the subcontract if the contract between the general contractor and the awarding body is covered by Section 1777.5.

Effective January 1, 1990, the Contractor must promptly provide certain contract award information to the joint apprenticeship committee of the apprenticeable craft or trade in the area of the site of the public work. This contract award information must include an estimate of the journeymen hours required, the number of apprentices to be employed, and the approximate date of apprentice employment.

The Contractor is required to make contributions to local funds established for the administration of apprenticeship programs or to the California Apprenticeship Council if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other Contractors on the public works site are making such contributions.

Noncompliance by the Contractor and subcontractor under him with the requirements of Sections 1777.5 and 1777.6 shall result in denial of right to bid on contracts and civil penalties as more particularly set forth in Section 1777.7.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

All apprentices on the project are required to be registered in a bona fide apprentice program and provide both the State and Federal certifications in accordance with the Labor Compliance Manual and Contract Language provided herein.

4.10 Subcontracting – Attention is directed to the provisions in Section 8-1.01, “Subcontracting” of the Standard Specifications. The “Subletting and Subcontracting Fair Practices Act” (Public Contract Code Section 4100 through and including 4114, inclusive) shall apply to the work the subject of this invitation. Said Act requires subcontractors, if used for such work, to be listed and identified in the prime contractor’s proposal. It further prohibits the substitution of subcontractors, except as therein specifically authorized (Section 4107 and 4107.5); said Act provides that if the prime contractor fails to specify a subcontractor or specifies more than

one subcontractor for the same portion of the work to be performed, in excess of one-half of one percent of the prime contractor's total bid, under those circumstances, it shall be presumed that the prime contractor agrees that he is fully qualified to perform the work himself and that he shall perform the work himself. Each bidder shall, with respect to the work the subject of this invitation, list in his proposal:

a. The name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid.

b. The portion of the work which will be done by each such subcontractor. One subcontractor shall be listed for each such portion.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractor ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at

<http://www.dir.ca.gov/dlse/debar.html>

4.11 Subcontractor and DBE Records – The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials, and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer, upon request.

4.12 Differing Site Conditions

a. During the progress of the work, the Contractor shall immediately, and before the following conditions are disturbed, notify the Engineer, in writing, of any:

1) Material that the contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

2) Subsurface or latent physical conditions at the site differing from those indicated;

3) Unknown physical conditions at the site differing from and generally recognized as inherent in work of the character provided for in the contract.

b. Upon written notification, the Engineer will promptly investigate the conditions, and if the Engineer finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in the Contractor's cost of or time required for performance of any part of the work, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly.

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

4.13 Working Hour Restrictions – Eight (8) hours of labor is a legal day's work. Any worker's time of service is restricted to eight (8) hours during any calendar day and forty (40) hours during a calendar week, unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor shall pay a penalty of Twenty-five Dollars (\$25) for each day a worker is employed in violation of these provisions.

4.14 Examination and Audit – Notwithstanding any other provision of law, every contract involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000) entered into by any State agency, board, commission, or department, or by any other public entity, including a City, County, or District, shall be subject to the examination and audit of the State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three (3) years after final payment under the contract. Contractor shall also be subject to examination and audit for the same time period.

4.15 Equal Opportunity Clause – During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will 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, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, 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.

c. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4.16 Federal Equal Employment Opportunity Construction Contract Specifications

a. As used in this section:

1) "Covered area" means the geographical area described in the solicitation from which this contract resulted.

2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.

3) "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4) "Minority" includes:

i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).

ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).

iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian subcontinent or the Pacific Islands).

iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

c. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables.

d. The contractor shall implement the specific affirmative action standards provided in paragraphs g.1). through g.16). The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

e. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

f. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- 1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- 2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

3) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under g.2) above.

6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

7) Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.

12) Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (g.1) through g.16)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under g.1) through g.16) of these specifications provided that the contractor actively participates in the group, makes every

effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).

j. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

k. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.

l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records

shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area resident (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

p. By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" 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,* transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, habits, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

SECTION 5 **WATER AND DUST CONTROL**

5.1 Water – Water, if obtained from California Water Service fire hydrant, shall be metered and paid for at the rates set forth by California Water Service. A service charge and deposit will be required for each meter installation required for said metering. The Contractor shall not leave any hose attached to a fire hydrant except when actually drawing water therefrom and shall keep hydrants clear for possible use by the Fire Department.

5.2 Dust Control – Dust control measures shall be taken in conformance to Section 14-9.03 of the Standard Specifications. Contractor shall water the construction site at sufficient intervals to preclude the nuisance of dust caused by the Contractor's operations and/or wind and traffic, at no additional compensation.

SECTION 6 **PROGRESS OF THE WORK, LIQUIDATED DAMAGES, AND CONTRACT TIME**

6.1 Prosecution of Work – The City will issue a Notice to Proceed to the Contractor after the contracts have been fully executed. The Contractor shall diligently prosecute the work to completion before the expiration of the number of working days provided herein.

6.2 Liquidated Damages – Should the Contractor fail to complete all work under the contract within the time provided therefor, he shall pay to the City the sum of **Eight Thousand Dollars (\$8000)** for each calendar day delay in finishing the work beyond such contract period, all in accordance with Section 8-1.10 of the Standard Specifications. The City may deduct such payment from the amounts due the Contractor under the contract.

6.3 Time for Completion – All work under this contract shall be completed within a maximum of **one hundred-twenty (120) working days** from the date stated in the Notice to Proceed as the date to start work. If a bid schedule segment is delayed for utility relocation or replacement prior to beginning work, it will not be counted in to overall project completion working days.

6.4 Extension of Contract Time

a. If the Contractor finds it impossible, for reasons beyond his control, to complete the work within the contract time as specified or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time, as extended, make a written request to the Engineer for an extension of time, setting forth therein the complete facts which he believes will justify the granting of such request.

The Contractor's pleas that insufficient time was originally specified shall not constitute a valid reason for extension of contract time. If the Engineer determines that the prosecution of the work was delayed or hampered by conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount

as conditions may justify. Such extended time for completion shall then be in full force and effect the same as though it were the original time for completion.

Suspension of work by the Engineer, or extension of the contract time, shall not constitute grounds for any claims by the Contractor for damages or extra compensation, but the period of such suspensions or extensions shall be taken into consideration in determining the time for completion, as herein provided. When final acceptance has been duly made by the Engineer, as prescribed in Section 3.4, the daily time charge will cease.

b. Any dispute hereunder shall be considered pursuant to the Standard Specifications, and the Contractor shall give immediate notice to the Engineer, along with all pertinent facts relative to such dispute.

6.5 Right-of-Way Delays – The City has scheduled relocation of public utilities to provide for little or no delay to the contractor. It is anticipated that utility companies may be engaged in relocation work immediately prior to Contractor’s work on the project. Some coordination of scheduling between the Contractor and the utility company may be necessary to minimize or eliminate delays to the Contractor. If the Contractor is unavoidably delayed because of the City’s failure to clear right-of-way, no contract time will be charged during such delay period. No direct compensation will be made for such delay.

6.6 Force Account Payment – The added markup of Labor, Materials, and Equipment Rental as listed in Sections 9-1.04B, “Labor,” 9-1.04C, “Materials,” and 9-1.04D, “Equipment Rental,” are amended as follows:

To the total of the direct costs there will be added a markup of 15 percent to the cost of labor, 12 percent to the cost of materials and 12 percent to the equipment rental.

6.7 Pre-construction Conference – Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at the office of the Director of Public Works for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor shall provide the following items at the pre-construction conference:

- Schedule
- Material Submittals
- Door Hangers / Public Notice

The Contractor’s representatives at this conference shall include all major superintendents for the work and may include major subcontractors.

SECTION 7 **PAYMENT**

7.1 General – Payment will be made on the basis of the unit prices bid for the various items of work and the quantities of such items completed, and measured in accordance with these Special Provisions.

The prices bid for the various items of work, as listed on the bid schedule, shall be full compensation for furnishing all labor, tools, equipment, materials, and services required by the Plans, these Special Provisions, and the Standard Specifications, to provide a complete work serviceable in all respects. Unless otherwise noted on the plans or specified in these Special Provisions, no additional compensation will be made for incidental work identified in the Plans, these Special Provisions, or the Standard Specifications. Compensation for such incidental work shall be considered included in the price or prices bid, for various related items of work, in the bid schedule.

7.2 Progress Payments – The City will make monthly progress payments to the Contractor for the work under the contract. Such progress payments are not intended to imply acceptance of the work completed or to be accurate as to the quantities of work indicated, but to provide the Contractor with operating capital reasonably consistent with the amount of work completed and materials supplied.

The amounts of such progress payments will be based on the Engineer's Estimate of the quantities or portions of the work completed at the time of preparation of such estimate.

Upon Contractor's submittal of documentation of the amounts paid for acceptable materials furnished at the site, but not yet installed, the cost of such materials will be compensated in the progress payments, to a maximum of fifty percent (50%) of the associated bid price.

A retention of five percent (5%) of the total value of the work completed to date will be made from the amount due on each progress payment for partial security for fulfillment of the contract. At the Contractor's request and at his expense, he may offer to substitute securities within the meaning of Section 22300 of the Public Contract Code in an amount equivalent to the amount withheld, to wit, bank or savings and loan certificates of deposit. This option is available to the Contractor as provided by Section 22300 of the Public Contract Code and must be initiated by him by request and at his sole cost and expense, and upon such request, City shall permit the substitution of securities equivalent to the amount withheld to ensure satisfactory completion and fulfillment of the contract. Contractor shall remain the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon during the period of retention. Such securities shall be released to Contractor upon satisfactory completion of the contract, to wit, thirty-five (35) days from and after the Notice of Completion.

The securities deposited by Contractor as substitution for funds withheld shall be deposited with City pursuant to the provisions of Section 22300 of the Public Contract Code and shall be ultimately released at the conclusion and satisfactory completion of the contract as herein provided for.

Payments may be held if Labor Compliance documentation and Section 3 documentation is not current and/or if outstanding issues are not being address on the Labor Compliance Report issued by the City and or City's agent.

7.3 Final Payment – The Engineer will, after completion of the work, make a final estimate of the amount of work done thereunder, and the value of such work, and the City will pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final pay estimate and payment. The final payment will not be due and payable until the expiration of thirty-five (35) days from the date of recordation of the notice of acceptance of completion in the Office of the County Recorder of Yuba County.

It is mutually agreed between the parties to the contract that no payments made under the contract shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the City, and no payment shall be construed to be acceptance of any defective work or improper material and/or outstanding Labor Compliance or Section 3 issues.

7.4 Resolution of Claims – This section is intended to comply with Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code and shall apply to all claims by the Contractor against the City in any amount arising out of or relating to the contract.

Claims filed by the Contractor shall be in writing and shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. Claims must be filed on or before the date of Final Payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by the Contract for the filing of claims. Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et. seq., the undersigned, (name) _____ title _____ of (company) _____, hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

Dated _____ /s/ _____

Subscribed and sworn before me this _____ day of _____

Notary Public
My Commission Expires _____

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to such records shall be sufficient cause for denying the claims.

For claims of less than Fifty Thousand Dollars (\$50,000), the Engineer shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have. The Engineer's written response to the claim, as further documented, shall be submitted to the Contractor within fifteen (15) days after receipt of further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

For claims over Fifty Thousand Dollars (\$50,000), the Engineer shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have. The Engineer's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater. If the Contractor disputes the Engineer's written response, or if the Engineer fails to respond within the time prescribed, the Contractor may notify the Engineer, in writing, either within fifteen (15) days of receipt of Engineer's response or within fifteen (15) days of the Engineer's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon such written demand, City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

If following the meet and confer conference, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Divisions 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor initially submits the written claim pursuant the section until the time the claim is denied, including any period of time utilized by the meet and confer conference.

As provided by Public Contract Code Section 20104.4, the following procedures are established for all civil actions filed to resolve claims subject to this section:

- a. Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the election within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be

concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the Court.

b. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of such Code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subparagraph consistent with the rules pertaining to judicial arbitration. Arbitrators shall, when possible, be experienced in construction law. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party appealing in arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under such chapter, also pay the attorneys' fees on appeal of the other party.

SECTION 8

QUANTITIES AND MATERIALS

8.1 Quantities – The estimate of the quantities of work to be done and materials to be furnished are approximate only, being given as a basis for the comparison of bids, and the City does not express or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work that may be deemed necessary or expedient by the Engineer.

8.2 Materials – All materials required to complete the work under the contract shall be furnished by the Contractor, except such as is mentioned in these special provisions to be furnished by the City.

This project is subject to the Build America, Buy America Act (BABAA) – Requirements instituted by the Bipartisan Infrastructure Law of 2021 mandating domestic preference that all iron and steel, manufactured products, and construction materials are produced in the United States.

Manufactured Product – Items assembled out of components, or otherwise made or processed from raw materials into finished products. Manufactured products must be manufactured (assembled) in the United States, and the cost of components that were mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the project.

Manufacturer's Certification – Documentation provided by a Manufacturer, certifying that the items provided by Manufacturer meet the domestic preference requirements of BABAA.

All products must meet BABAA requirements. Contractor shall include Manufacturer's Certification for BABAA requirements with all applicable submittals. If a specific manufacture is used in the bidding, a statement that Manufacturer will comply with BABAA must be included with the bid submission. Contractor shall comply with BABAA

requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA documentation.

Engineer/Architect approval of shop drawings or samples shall include review of BABAA documentation.

Contractor shall certify upon completion that all work and materials have complied with BABAA requirements.

For any change orders, Contractor shall provide BABAA documentation for any new products or materials required by the change.

Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. Contractor should ensure that Engineer/Architect has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.

8.3 Quality Control – Contractor shall provide material submittals for all materials to be used on this contract. Prior to starting Slurry Seal placement, Contractor shall provide to Engineer “certified revolutions” for spreading rate calculations for each spreading unit that will be used to accurately compute emulsion and aggregate per square yards being placed. Material submittals shall be delivered to the Engineer a minimum of eight (8) working days prior to their scheduled use, and shall be approved by the Engineer prior to use.

Full compensation for providing material submittals and Certificates of Compliance shall be considered as included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

8.4 Testing Methods and Frequency – The Contractor shall hire a geotechnical firm to perform all testing at City's direction within the limits of work. Testing procedures and frequency to be used by the geotechnical firm shall be in accordance with the City's testing procedures and as directed by the Engineer. All costs incurred will be paid by the Contractor. Minimum compaction testing requirements are as follows:

a. Roadway Subgrade and Aggregate Base – Compaction for roadway subgrade and aggregate base shall be tested using nuclear density testing gauges in accordance with ASTM D-1557, D-2922, and D-3017. In cases of highly variable subgrade materials, compaction tests shall be taken in accordance with California Test 216 with a maximum density determination at each location, if necessary. Compaction test frequency for roadway subgrade and aggregate base shall be one test location per each 5,000 square feet of pavement surface per lift of material. Random test locations shall be determined using either ASTM D-3665 or California Test 375.

b. Asphalt Concrete – Compaction for asphalt concrete shall be in accordance with California Test 375. Compaction test frequency for asphalt concrete shall be one test location per each 2,500 square feet of pavement surface area with a minimum of 3 tests per street segment or cul-de-sac.

c. Trench Backfill – Compaction for trench backfill shall be tested using nuclear density testing gauges in accordance with ASTM D-1557, D-2922, and D-3017.

Compaction test frequency for trench backfill shall be one test per 24 inches of compacted material per 100 linear feet of trench.

Full compensation for testing materials shall be considered as included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

SECTION 9 **SAFETY PRECAUTIONS**

9.1 Preservation of Property – Due care shall be exercised to avoid injury to existing improvements, utility facilities, adjacent property, and roadside trees and shrubbery that are not to be removed or relocated. Concrete surfaces including curbs and sidewalks that are not to be removed shall not be defaced or damaged in any manner, including markings with paint, asphalt overspray, etc. Contractor is to video or photograph job site to document existing conditions prior to start of work. Photographs and video shall be dated and labeled for location. One copy of the video or photographs shall be provided to the City.

Trees and shrubbery that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipe lines under or above ground, sewer and water lines, all facilities and any other improvements or facilities within or adjacent to the work shall be protected from injury or damage, and if ordered by the Engineer, the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by the Contractor's operations, they shall be replaced or restored at the Contractor's expense, to a condition as good as when the Contractor entered upon the work, or as good as required by the Specifications accompanying the contract, if any such objects are a part of the work being performed under the contract. Damaged sanitary sewer services and storm drain laterals shall be repaired at Contractor's expense, as shown on the detail sheet on the plans. The Engineer may make or cause to be made such temporary or permanent repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any monies due or to become due to the Contractor under the contract.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property as specified in these Special Provisions shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

9.2 Obstructions – The location of underground utilities shown on the plans represent the best information available to the City but should be considered as being approximate only. Utility lines may exist that are not as shown on the plans. The exact locations of underground facilities and improvements within the construction area shall be ascertained by the Contractor before using equipment that may damage such facilities or interfere with their service. Contractor will be held liable to the owners of such facilities for any damage or interference with service resulting from his operations.

9.3 Interruption of Service – No valves or other controls on existing utility systems shall be operated for any purpose by the Contractor without prior approval of the Engineer and/or the utility company.

9.4 Safety Devices – Sufficient and adequate signs, lights, barricades and cones shall be furnished, placed, and maintained throughout the construction project as may be deemed necessary by the Engineer to adequately protect the public from injury or unnecessary inconvenience due to the construction operations. Cones shall have two white reflective bands and all barricades shall be equipped with safety lighting. When traffic is to be interrupted or detoured, flagmen, adequately equipped and instructed, shall be provided by the Contractor as deemed necessary by the Engineer. Payment to the Contractor for all costs incurred by him in conforming to this section and “Maintaining Traffic” below shall be considered as included in payment for other items of work and no additional special payment will be made therefor.

9.5 Maintaining Traffic – Attention is directed to Section 7-1.04 of the Standard Specifications. The Contractor will be required to furnish the City a work schedule sufficiently detailed so that the City may ascertain therefrom what effect the Contractor’s proposed construction program will have on traffic through the construction area.

The Contractor shall conduct his operation so as to offer the least possible obstruction and inconvenience to the public, and he shall have under construction no greater amount of work than he can prosecute properly with due regard to the rights of the public. Temporary approaches at private driveways shall be provided as needed and when ordered by the Engineer, and shall be kept in good condition.

Temporary altered or alternate accessible pedestrian route of travel shall be provided around any sidewalk closure at all times. Altered and alternate routes of travel shall comply with Sections 6D.01, 6D.02, and 6D.05 of the California Manual on Uniform Traffic Control Devices and shall be kept in good usable condition.

Temporary altered or alternate pedestrian routes of travel shall be accompanied by temporary accessible pedestrian channelizing devices or barricades. If pedestrian barricades are to be used, they shall be located such that a disabled pedestrian shall not have to backtrack more than one block in order to reach an identified alternate route of travel. Accessible pedestrian channelizing devices and barricades shall comply with Sections 6F.63, 6F.68, and 6F.71 of the California Manual on Uniform Traffic Control Devices.

Spillage resulting from hauling operation along or across a public traveled way shall be removed immediately at the Contractor’s expense.

Attention is directed to the following special traffic control provisions:

- a. Streets – One traffic lane in each direction, at least eleven feet (11’) wide, shall be maintained at all times.

b. Minor Streets – Remaining streets within the construction area may be closed as construction necessitates subject to the conditions in subparagraph c. below.

c. General Traffic Control Requirements:

1) Contractor shall provide all necessary detour signs, warning signs, safety devices, and flagmen, as determined by the Public Works Director.

2) Contractor shall provide adequate notice to City and to affected property owners of closures forty-eight (48) hours prior to closure.

3) Contractor shall assure that adequate ingress and egress is provided to all commercial establishments adjacent to the work at all times.

4) Contractor shall assure that residents of residential properties adjacent to the work are afforded reasonable and safe access to their property, and that overnight parking of their vehicles on such property is not restricted except when suitable on-street parking is available.

5) Trenches which have been backfilled but not fully restored and which are to be utilized by public traffic shall be temporarily patched with cold mix asphalt prior to traffic usage unless otherwise approved by the Engineer. This requirement is in addition to those set forth in Section 13.11 of these Special Provisions

SECTION 10 **DESCRIPTION OF THE WORK**

10.1 General – The work in general consists of examining the existing street surfaces, providing public notification and posting, grinding, cleaning and preparing the existing surface including removal of existing pavement striping, markers, and markings where not in the area of grinding or pulverizing and protecting all gate valve lids, manhole covers, and utility lids, referencing lids on gutters, providing traffic control. Then either performing pavement repairs (digouts), 0.10' minimum depth Micro-Mill of the existing pavement surface, installation of pavement fabric, or Full Depth Recycling (FDR), placing hot mix asphalt overlay or new hot mix asphalt section, adjusting to grade all gate valve lids, manhole covers, and utility lids placing thermoplastic traffic stripes and pavement markings, placing pavement markers including blue markers associated with fire hydrants, and final cleanup. The work is described in more detail in the project plans and specifications. Other such items or details not mentioned above that are required by the plans, Standard Specifications, or these Special Provisions, and as directed by the Engineer, shall be performed, placed, constructed, or installed.

10.2 Scheduling Work – The City will issue a Notice to Proceed to the Contractor after the contracts have been fully executed. All work may be performed during normal working hours except as noted in Section 11 of these Special Provisions.

SECTION 11 **EARTHWORK & PAVING**

11.1 Tree Removal – Tree removal shall be done in compliance with Section 16, “Clearing and Grubbing,” of the Standard Specifications. Payment will be made at the unit price bid therefor in the bid schedule; except when no bid item is provided for tree removal, the cost therefor shall be included in the price bid for clearing and grubbing.

11.2 Clearing and Grubbing – Clearing and grubbing shall conform to the provisions of Section 16 of the Standard Specifications.

Clearing shall consist of the satisfactory removal and disposal of all debris and rubbish within the bounds of the contract right-of-ways, including all objects, bushes, and material called for on the plans or necessary for the prosecution of the work for which a separate bid item is not provided.

Grubbing shall consist of the removal of stumps, tree roots and other objectionable material within the limits directed. Depressions made by grubbing shall be filled, compacted and graded to conform to the original ground surface.

11.3 Concrete Removal – Concrete removal shall be done in accordance with Section 15-3 of the Standard Specifications as shown on the plans and as directed by the Engineer. Concrete removal shall be to neat saw cut lines, as directed by the Engineer.

Concrete removed shall be disposed of by the Contractor.

Measurement for payment shall be made by the Engineer before or during removal operations.

11.4 Earthwork – The earthwork involved shall conform to the provisions for “Roadway Excavation” of Section 19 of the Standard Specifications except as modified by these Special Provisions.

a. Excavation – Excavation shall consist of all excavation on the project involved in the grading and construction of roadways, curb and gutters, sidewalks and driveways. Surplus excavated material shall be disposed of by the Contractor.

b. Compaction – The relative compaction of original ground areas below the grading plane to a point six inches (6”) below the grading plane, and embankment areas, under base and surfacing and concrete work plus two feet (2’) each side thereof, shall be compacted to a relative compaction of ninety percent (90%) of California Test 216.

If subsidence occurs as a result of compacting original ground, the Contractor shall borrow selected earth material from excavation and shall compact the same to the elevation of the grading plane in accordance with these Special Provisions.

Full compensation for excavating and placing such selected earth material will be considered as included as part of work involved in compacting original ground.

c. Testing Compaction – Testing shall be done in accordance with Section 8.4 of these Special Provisions as determined by the Engineer. For testing purposes, moving averages will be based on separate areas consisting of contiguous construction areas.

d. Payment – Payment for the labor, materials, tools, equipment, and incidentals required for doing all the work involved in excavating, loading, hauling, depositing, spreading, and compacting subgrade material and other earthwork, including furnishing and applying water and disposing of surplus materials shall be considered as included in the unit price bid for “Roadway Excavation” in the schedule.

11.5 Restrictions on Purchases of Mined Materials – Per Section 20676 of the Public Contract Code, any construction aggregate (sand, gravel, crushed rock, road base, etc.) shall be purchased from an operation listed on the 3098 List. The 3098 List can be viewed at the Department of Conservation’s Office of Mine Reclamation (OMR) website:

<https://www.conservation.ca.gov/dmr>

To confirm whether or not a specific operator is on or off the list at any time, contact the Office of Mine Reclamation at (916) 323-9198.

11.6 Aggregate Base – Shall be Class 2 – ¾” maximum grading and shall conform to Aggregate Base Section 26 of the Standard Specifications, except as modified herein.

The surface of the finished aggregate base at any point shall not vary more than 0.05 foot above or below the grade established by the Engineer.

Aggregate base shall not be placed on the prepared subgrade until the Engineer has given his approval of the prepared subgrade.

The aggregate base shall be ninety-five percent (95%) compacted and the method of compaction shall be suitable for the backfill material used, and shall be approved by the Engineer

Measurement for payment of aggregate base shall be from back of curb to back of curb. The contract price per ton shall include full compensation for furnishing all labor, tools, materials, and equipment involved in constructing aggregate base complete in place as shown on the plans and directed by the Engineer.

11.7 Prime Coat – Not used.

11.8 Paint Binder – A paint binder (asphaltic emulsion) shall be furnished and applied in conformance with Section 39-1.09C of the Standard Specifications, except that full compensation for furnishing and applying paint binder (asphaltic emulsion) and sanding (if

directed by the Engineer) shall be considered as included in the price paid for asphalt concrete and no additional compensation will be allowed therefor.

11.9 Pavement Repair – Pavement repair shall include removing pavement failures as marked on the street by the Engineer, compacting the base material, and placing asphalt concrete. Individual pavement repairs will be not less than two feet (4') wide and not less than sixteen (16) square feet in area. All street cuts around defective areas will be done with a saw, cut to full depth of the pavement. At the Contractor's option, defective areas may be removed by grinding to the full depth of the pavement without saw cutting the perimeter of the defective area.

The existing material shall be removed to a minimum depth of four inches (4"), but in no case less than the depth of the existing pavement. The existing base material shall be compacted to a density of ninety-five percent (95%). If there is no base material, pave section with four inches (4") of asphalt concrete. If the existing pavement is thicker than four inches (4"), Class 2 aggregate base shall be used to fill the excavation to a depth of four inches (4"). At the contractor's option, if the existing pavement is thicker than four inches (4"), the section may be paved full depth with asphalt concrete.

If, in the opinion of the Engineer, the existing subgrade material is unsuitable, the subgrade material shall be removed to a depth as directed by the Engineer, replaced with Class 2 aggregate base, and compacted to a relative density of ninety-five percent (95%). The removal and replacement of subgrade material will be paid as force account work.

The edges of the existing pavement shall be tacked with SS-1 emulsified asphalt immediately prior to paving. Asphalt concrete shall be type "B" and conform to Section 39 of the Standard Specifications.

The Contractor shall be responsible for disposing of all excavated materials off-site.

The contract unit price per square foot for "Pavement Repair" shall include full compensation for furnishing all labor (including flagmen), materials, tools, and equipment and doing all work involved in the removal and replacement of failed pavement areas in accordance with this section, including grinding and removal of existing asphalt concrete.

11.10 Cold Plane/Conform Grind Asphalt Concrete – This bid item shall include grinding asphalt concrete pavement at the locations and to the dimensions shown on the Plans, in accordance with the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Planing asphalt concrete pavement shall be performed by the cold planing method and not by the heater planing method.

Cold planing machines shall be equipped with a cutter head not less than 750 mm (30 inches) in width and shall be operated so that no fumes or smoke will be produced. The cold planing machine shall plane the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width, and shape of the cut shall be as shown on the typical cross sections or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surface to remain in place.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of more than 45 mm (0.15 foot) will not be allowed between adjacent lanes open to public traffic.

Where transverse joints are planed in the pavement at conform lines, no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic, a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:30 (vertical: horizontal) or flatter to the level of the planed area.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of outside the highway right of way.

Operations shall be scheduled so that not more than seven (7) calendar days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

The material planed from the roadway surface shall become the property of the Contractor and disposed of offsite, unless otherwise directed or approved by the Engineer.

Contract removal operations of cold planed material shall be concurrent with planing operations and follow within 15 m (50 feet) of the planer, unless otherwise directed by the Engineer.

Cold plane asphalt concrete pavement will be measured by the square yard. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans. Grinding for removal of asphalt concrete associated with Pavement Repair (digouts) will be measured and paid for separately under the Pavement Repair bid item.

The contract price paid per square yard for cold plane asphalt concrete pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in cold planing asphalt concrete surfacing

and disposing of planed material, including furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, as specified in the Plans, Standard Specifications, and these Special Provisions, and as directed by the Engineer.

11.11 Road Surface Preparation – In addition to the requirements of Section 39-1.09B of the Standard Specifications, road surface preparation shall also include the removal and proper disposal of all pavement markers within the project limits. Contractor shall be responsible for filling any holes caused by the removal of pavement markers. Holes shall be filled with a material approved by the Engineer. Paint binder shall not be applied until surface is clean and free of vegetation. The Contractor will also be responsible for maintaining the striping locations, including locations where striping changes from no passing to passing, to ensure replacement of same in the original locations. Compensation for “Road Surface Preparation” shall be included in other items of work, and no additional compensation will be allowed therefor.

11.12 Tack Coat – A tack coat (asphaltic emulsion) shall be furnished and applied in conformance with Section 39 of the Standard Specifications. Full compensation for furnishing and applying tack coat (asphaltic emulsion) and sanding (if directed by the Engineer) shall be considered as included in the price paid for Pavement Reinforcing Fabric and no additional compensation will be allowed therefor.

11.13 Pavement Reinforcing Fabric – Attention is directed to Section 88-1.02J of the Standard Specifications and to these Special Provisions. No more than one roll of fabric may be placed in advance of hauling operations. Fabric shall be placed or trimmed so that no fabric is exposed beyond the edge of pavement.

This bid item shall include placing pavement reinforcing fabric between the existing asphalt concrete (or leveling course) and the overlay materials in accordance with the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Payment for this item shall include full compensation for furnishing all labor, materials, equipment, and incidentals for performing all the work as described in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

11.14 Asphalt Concrete – Hot Mix Asphalt (asphalt concrete) shall be either ¾-inch Type A or ½-inch Type A, as designated on the Plans. Asphalt concrete shall conform to the provisions of Section 39 of the Standard Specifications and to these Special Provisions. Asphalt binder to be mixed with aggregate shall be steam-refined paving asphalt in conformance with the provisions in Section 92, “Asphalts,” specification grade PG 64-10, or as determined by the Engineer.

Contractor is to produce, construct, provide quality control, and quality control testing for Hot Mix Asphalt in accordance with Section 39-2 “Standard Construction Process” of the Standard Specifications.

Before placing asphalt concrete on the prepared base course, it is the Contractor’s responsibility to ascertain that the base course is accurately brought to the required grade. Asphalt

concrete shall be placed and compacted to ninety-five percent (95%) relative compaction at not less than the required thickness shown on the plans.

The casting of loose materials upon the freshly placed mat behind the paving machine and ahead of the breakdown roller is specifically prohibited. Whenever new paving is joined to existing paving, the paving surface at the joint shall be sealed with asphalt emulsion four inches (4") each side of joint after final compaction of asphalt concrete. Sealant shall be sanded as necessary to prevent traffic pickup.

Certificates of compliance shall be submitted for all materials in asphalt concrete.

In addition to the requirements in Section 39-2.04, "Transporting, Spreading, and Compacting" of the Standard Specifications, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices when paving. When placing the initial mat of asphalt concrete on existing pavement or prepared aggregate base, the end of the screed nearest the centerline shall be controlled by a sensor, activated by a ski device not less than thirty feet (30') long. The end of the screed farthest from the centerline shall be controlled by a sensor that responds to the grade of the existing surface and will reproduce final grade in the new mat within 0.01 foot (3 mm) tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should automatic screed controls fail to operate properly and all remedial attempts to correct the equipment by the Contractor have been applied during any day's work, the Contractor may use manual controls of spreading equipment for the remainder of the day. However, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting another day's work.

Type of pavers that meet minimum requirements for this project are Cedar Rapids 451/551 Series, CAT Rubber Tire AT-1000B, CAT Track AT-1050B, or comparable.

The top of the surface layer of asphalt concrete that does not meet all specified surface tolerances shall be brought within tolerance by abrasive grinding. Areas that have been ground shall receive a fog seal coat. Deviations in excess of 0.3 inch which cannot be brought into specified surface tolerances by abrasive grinding shall be corrected by either removal and replacement or placing an overlay of asphalt concrete. The corrective method for each area shall be selected by the Contractor and shall be approved by the Engineer prior to beginning the corrective work. Any replacement or overlay pavement not meeting specified tolerances shall be corrected by the methods specified above. All corrective work shall be at the Contractor's expense.

When abrasive grinding is used to bring the top surface of the uppermost layer of asphalt concrete surfacing within specified surface tolerances, additional abrasive grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from and parallel to the nearest lane line or pavement edge and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline within any ground area. All ground areas shall be neat rectangular areas of uniform surface appearance.

Abrasive grinding shall conform to the requirements in Section 42-3.03, "Construction," of the Standard Specifications, except that the grinding residue shall be disposed of outside the public right-of-way.

String line or other suitable methods of alignment may be required to ensure straight longitudinal joints.

Asphalt concrete shall not be placed until roadways are determined by the Engineer to be ready for paving.

At locations as directed by the Engineer, the Contractor shall place a tack coat and skin patch using 3/8" asphalt concrete. Areas to be leveled shall be feathered to match existing surface. The maximum spread rate is 175 tons per lane mile or 40 square yards per ton and shall not be exceeded unless determined by the Engineer. Asphalt concrete may be placed by motor grader, float tractor, or any other means to obtain a level, uniform surface. At each location requiring a leveling of 3/8" asphalt concrete, a paving machine shall be used and pavement reinforcing fabric and/or surface course of asphalt concrete shall be placed within forty-eight (48) hours of the placement of the leveling course.

Public and private roads adjacent to pulverized or reconstructed areas may require additional attention to safely conform to existing grade. Asphalt concrete may be placed by float tractor or any other means to obtain a level, uniform surface.

After rolling of asphalt concrete and before leaving the construction site, the Contractor shall place temporary pavement delineation per Section 11.14, "Temporary Pavement Delineation," of these Special Provisions. Any pavement markings obliterated during work, that the Engineer deems necessary, shall receive temporary markings before reopening the travel way to public traffic. Compensation for temporary pavement delineation shall be considered as included in the cost for asphalt concrete and no additional compensation will be allowed therefor.

11.15 Temporary Pavement Delineation – Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions in Section 12-3, "Traffic-Handling Equipment and Devices," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by the Department or as relieving the Contractor from his responsibility as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

Whenever the work causes obliteration of, or revision to, pavement delineation, temporary or permanent pavement delineation shall be in place and conflicting pavement delineation removed, prior to opening the traveled way to public traffic. Lane line pavement delineation shall be provided at all times for traveled ways open to public traffic.

All work necessary to establish the alignment of temporary pavement delineation, including any required lines and marks, shall be performed by the Contractor. Surfaces on which temporary pavement delineation is to be applied shall be cleaned of all dirt and loose material and

shall be dry when the pavement delineation is applied. Temporary pavement delineation shall not be applied over existing or other temporary pavement delineation.

Temporary pavement delineation for lane lines shall consist of temporary reflective raised pavement markers placed at longitudinal intervals of not more than twenty-four feet (24'). Temporary reflective raised pavement markers shall be the same color as the lane line the markers replace.

Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions. Temporary reflective raised pavement markers shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place temporary reflective raised pavement markers in areas where removal of the markers will be required.

In lieu of temporary reflective raised pavement markers, four inch (4") reflectorized traffic tape may be used as directed by the Engineer.

Removable type traffic tape shall be applied in accordance with the manufacturer's installation instructions and shall be rolled slowly with a rubber tired vehicle or roller to ensure complete contact with the pavement surface. Traffic tape shall be applied straight on tangent alignment and on a true arc on curved alignment. Traffic tape shall not be applied when the air or pavement temperature is less than 50°F unless the installation procedures to be used are approved by the Engineer prior to beginning installation of the tape.

Full compensation for furnishing, placing, maintaining, and removing temporary delineation including temporary reflective raised pavement markers, cones, delineators, channelizers, four inch (4") traffic stripe, and providing equivalent patterns of the permanent traffic lines when required shall be considered as included in the contract prices paid for the items of work that obliterated the pavement delineation and no separate payment will be made therefor.

11.16 Adjusting Manholes and Valves to Grade – Existing manholes shall be adjusted to grade with materials similar in quality to those in the original structure in accordance with the provisions of Section 15-2.10B of the Standard Specifications and these Special Provisions.

Manholes and valve boxes shall be lowered prior to milling operations and raised to finish grade per the plans and specifications.

After the manhole frame has been removed, the top of the structure shall be carefully trimmed to provide a suitable foundation for the new material. Existing frames and covers are to be used.

Class "B" concrete shall be used for backfilling and shall be struck off to a depth of two inches (2") below the adjacent surfacing. Type "B" asphalt concrete shall be placed over the concrete backfill smooth with the adjacent pavement.

Adjusting manholes and valves to grade within the publicly used travel lanes shall be completed, including placing paving material around and to the level of the frame and cover,

by the end of the same day on which work started. If permanent pavement backfill cannot be completed by the end of the work day, the Contractor shall place temporary paving material to the finished grade level of the frame and cover. The Contractor shall maintain the temporary paving smooth and level with the frame and cover until such time as the permanent paving is placed.

11.17 Survey Monument Wells – Survey monument wells shall be constructed at locations indicated on the plans and as directed by the Engineer.

The concrete used in the construction of the monument well assembly shall be of Class “B” and shall conform to the applicable provisions of Section 90 of the Standard Specifications.

The price paid for each monument well shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work including structure excavation and backfill involved in the construction of the monument well in place.

11.18 Finishing Roadway – Finishing roadway shall conform to Section 22 of the Standard Specifications and these Special Provisions.

Finishing roadway shall include replacing or relocating all roadway signs, mailboxes, sprinklers, and related facilities removed to facilitate the work, cleaning the roadway surface and adjacent areas of all excess construction materials and debris, and shaping and grading excavated and filled areas adjacent to the work.

Excavated and filled areas adjacent to the work and contiguous to private property and landscape areas shall be of loose select material to a depth of six inches (6”), smoothly graded and sloped as directed by the Engineer.

Payment for finishing roadway shall be considered included in the prices bid for other related items of work and no additional compensation will be made therefor, except where specific bid items are provided on the bid schedule the specified items will be compensation at the price bid therefor.

11.19 Roadway Signs – Roadside signs shall be installed at the locations shown on the plans or where directed by the Engineer, and shall conform to the provisions in Section 56-2, “Roadside Signs,” of the Standard Specifications, these Special Provisions, and Standard Detail No. 109.

Roadside signs shall conform to State Specifications which may be obtained from the Transportation Laboratory, P.O. Box 19128, Sacramento, CA, 95819, (916) 739-2400. Full compensation for furnishing and installing sign panels and metal posts shall be considered as included in the contract price paid for the roadside signs and no separate payment will be made therefor.

SECTION 12

TRAFFIC STRIPES & PAVEMENT MARKINGS

12.1 Pavement Delineation Layout – Contractor is responsible for re-establishing the existing pavement delineation, including traffic stripes, traffic markers, and markings, after the slurry seal has been placed to their previous positions, unless modified by the Engineer. Contractor is to use his forces to accurately locate the positions of all traffic stripes, traffic markers, and markings prior to their removal due to construction activities so that the new pavement delineation can be replaced in the same or determined location. **This shall include replacing blue markers associated with fire hydrants.**

Full compensation for laying out the new pavement delineation in accordance with current City Standards, including thermoplastic traffic stripes, thermoplastic pavement markings, and pavement markers shall be considered as included in the prices paid for the various contract items of work, and no separate payment will be made therefore.

12.2 Remove Traffic Stripes, Pavement Markings, and Markers – All existing traffic stripes, pavement markings, and markers are to be removed prior to placing asphalt concrete overlay or slurry seal in project areas, including, but not limited to, all thermoplastic stop bars, stop legends, bike lanes, yellow centerlines, crosswalks, and miscellaneous markings. Contractor shall comply with Title 8, Section 1532.1 of the California Code of Regulations pertaining to potential occupational exposure to lead.

Where blast cleaning is used for the removal of painted traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within ten feet (10') of a lane occupied by public traffic, the residue, including dust, shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operation.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.09, “Public Safety,” of the Standard Specifications.

Existing pavement markers, when no longer required for traffic lane delineation as directed by the Engineer, shall be removed and disposed of.

Full compensation for removing painted and thermoplastic striping and markings and removing and disposing of pavement markers shall be considered as included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

12.3 Thermoplastic Traffic Stripes and Traffic Markings – Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, “Traffic Stripes and Pavement Markings,” of the Standard Specifications and these Special Provisions. Unless otherwise shown on the Plans, traffic stripes shall be in accordance with the following details:

Description	Caltrans Detail	
	Speed < 35 mph	Speed ≥ 35 mph
Centerline	Detail 1	Detail 2

Laneline	Detail 8	Detail 9
No Passing Zone – Two Directions	Detail 21	Detail 22
Right Edgeline	Detail 27	Detail 27
Two-Way Left Turn Lane	Detail 31	Detail 32
Channelizing Line	Detail 38A	Detail 38B
Bike Lane	Detail 39 & 39A	Detail 39 & 39A

Primer shall be applied:

- a. To asphaltic surfaces over 6 months old and to all concrete surfaces**
- b. Immediately before, and concurrently with the application of the thermoplastic**
- c. At the manufacturer’s instructed rate**

Where striping joins existing striping, as shown on the Plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

All traffic stripes shall be placed using thermoplastic material unless otherwise noted on the plans or directed by the Engineer.

Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 90 mils.

The contract prices paid per lineal foot for thermoplastic traffic stripes and per each for the thermoplastic pavement markings shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in painting traffic stripes (regardless of the number, widths, and patterns of individual strips involved in each traffic stripe) and pavement markings including establishing alignment for stripes and layout work, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

12.4 Pavement Markers – Pavement markers shall conform to the provisions in Section 85, “Pavement Markers,” of the Standard Specifications and these Special Provisions. Non-reflective pavement markers shall be ceramic.

At the option of the Contractor, a hot melt bitumen adhesive may be used to cement the markers to the pavement, instead of the Rapid Set Type or Standard Set Type adhesive specified in Section 85-1.06 of the Standard Specifications. The bitumen adhesive material, if used, shall conform to the following:

<u>Specification</u>	<u>ASTM Test Method</u>	<u>Requirement</u>
Flash Point, COC °F	D 92	550 Min.
Softening Point, °F	D 36	200 Mm.
Brookfield, Viscosity, 400°F	D 2196	7,500 cP, Max.
Penetration, 100g, 5 sec., 77°F	D5	10-20 dmm
Filler Content, % by weight		

(insoluble in 1,1,1 Trichloroethane) D 2371 50 - 75

Filler material shall be calcium carbonate and shall conform to the following fitness:

<u>Sieve Size</u>	<u>Percent Passing</u>
No. 100	100
No. 200	95
No. 325	75

Bitumen adhesive shall be indirectly heated in an applicator with continuous agitation. The adhesive shall be applied at a temperature between 400° F and 425° F. Markers shall be placed immediately after application of the adhesive.

Placement of markers using bitumen adhesive shall conform to the requirements for placing markers in said Section 85-1.06 of the Standard Specifications, except as follows:

- a. Markers shall not be placed when the pavement or temperature is 50° F or less.
- b. Blast cleaning of clean, new asphalt concrete surfaces will not be required.
- c. Blast cleaning of clean, new seal coat surfaces will not be required.

Placement of markers associated with fire hydrants shall be at locations determined by the Engineer.

Pavement markers not placed within one-half inch (1/2") of the required locations shall be subject to removal and replacement in the correct locations, as directed by the Engineer.

The contract unit prices paid for pavement marker (retro-reflective) and pavement marker (non-reflective) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in furnishing and placing pavement markers, complete in place, including adhesives, and establishing alignment for pavement markers, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

SECTION 13 **MICRO-MILLING**

13.1 General - Micro-milling shall consist of the cold milling of existing asphalt concrete pavement with a milling machine equipped with a cutting drum specifically designed and constructed for micro-milling.

13.2 Equipment - Milling machines shall conform to the following:

- a. Be equipped with a micro-milling drum with tungsten-carbide-tipped cutting teeth spaced no greater than 1/4 inch apart on center. The configuration of the

teeth shall be such that the deviation in elevation between any 2 teeth does not exceed 1/16 inch.

- b. Be capable of removing asphalt concrete pavement to a tolerance of + 1/8 inch.
- c. Be equipped with an automatic grade control system operating in “profile” mode. The system shall be either:
 - i. a 30-foot-long paving machine ski with spring-loaded feet attached to the bottom on not more than 1.5-foot increments, such that the feet rise and fall over small irregularities on the pavement surface. The upper part of the ski shall be one piece and of such construction that it will not flex or bend by more than 1/8 inch at either end when supported off the grade by a fixture located at its center of gravity. The grade control system shall be referenced off the center of the ski, with skis mounted on each side of the milling machine such that the ski’s longitudinal center is even with the center of the milling machine’s cutting drum; or,
 - ii. a sonic averaging system with automated controls. Each corner of the milling machine shall be equipped with sonic grade averaging and slope sensors. The system shall feature plug-in connections, internal cable routing, 2 dual control boxes for ground personnel each capable of controlling each side of the milling machine, and a separate control box for the operator.
- d. Be equipped with a Tier III or higher engine compliant with the regulations of the California Air Resources Board.

13.3 Milling Operations - Milling operations shall progress from the low side of each roadway barrel or lane and progress towards the high side. Each successive pass of the milling machine shall meet the line and grade of the previous pass. The speed of the milling machine shall be maintained at a rate which results in a uniform pavement texture.

Micro-milling shall result in a grid-patterned textured pavement surface with longitudinal ridges approximately the same distance apart as the cutting teeth. The ridges shall be consistent in depth, width, and profile. The distance between the top of each ridge and the adjacent valleys shall not exceed 1/8 inch.

The resulting profile and cross slope of the milled pavement surface shall be such that a 12-foot long straightedge laid perpendicular or parallel to the centerline will not allow a shim with a width of 1 inch and a thickness of 3/16 inch to pass under the straightedge at any point except at breaks in profile grade or cross slope.

Milled pavement surfaces which do not conform to the requirements above shall be corrected by the Contractor. The Contractor shall prepare and submit to the Engineer for approval a correction plan prior to initiating corrective action.

During milling operations, the cutter teeth shall be regularly checked and replaced as necessary to maintain the tolerances specified in section 13.2.

13.4 Work Site Maintenance – A self-loading motorized street sweeper equipped with both brooms and a vacuum system, and a functional water spray system shall immediately follow the milling machine. Sweeping shall continue until loose millings have been completely removed and as requested by the Engineer. The Contractor shall maintain the micro-milled surface until the surface treatment is applied.

13.5 Disposal of Millings - Millings shall be considered the property of the Contractor and shall be disposed of by the Contractor. The Contractor shall notify the Engineer a minimum of two (2) full Working Days prior to the start of milling operations of the disposal location.

13.6 Measurement - Micro-milling will be measured by the square foot.

13.7 Payment - Payment for micro milling will be made at the Contract Unit Price per square yard.

SECTION 14

FULL DEPTH RECLAMATION (FDR)

14.1 General - Full Depth Reclamation (FDR) and Full Depth Reclamation – Cement treated (FDR-C) shall consist of constructing a uniform recycled pavement base by pulverizing the asphalt concrete pavement and underlying material in accordance with the general terms and methods described Standard Specification Section 30-1 conforming to Section 30-2 for standard FDR sections and Section 30-4 for cement treated FDR-C sections.

14.2 Cement Treatment & Mix Design – For FDR sections designated as cement treated (FDR-C), the cement content must be 5 percent by dry weight of cement with a dry unit weight of 120 lb. /cu ft. This equates to a spread rate of 54 lb./sq yd for 12-inch FDR depth, but this cement quantity may increase or decrease based on the contractor mix design. The contractor shall develop a mix design for each identified material from the sampling locations for each street. The mix design must produce FDR-C with an unconfined compressive strength from 300 to 600 psi, determined at 7 days under ASTM D1633, Method A, with the exceptions shown in FDR—Cement Quality Characteristic Requirements table under Standard Specification Section 30-4.02A.

For the mix design for each street, the contractor shall obtain and test material from at least six (6) sampling locations from the existing pavement structure by coring evenly spaced throughout the FDR-cement portion of the project. You may perform additional sampling and testing to optimize the cement content and adjust for varying underlying materials. Determine the exact locations of the sampling locations between wheel paths. Do not sample in the shoulders. Sampling locations must provide sufficient representative material for the mix design. Notify the Engineer at least 2 business days before sampling

The sampled materials used shall be from the specified FDR—cement mixing depth. If any portion of existing asphalt concrete pavement is to be removed before pulverizing, remove that portion of asphalt concrete pavement from the samples used in the mix design. If additional samples of subgrade material are needed, sampling locations can be excavated outside the edge of pavement to variable dimensions. Characterize and record sampling location features such as layer thicknesses and types, distresses, interlayers, thin or thick areas, digouts, and adhesion to the base. Use the sampled material to determine the mix design represented by the sampling location, according to the proportions of the pavement structure shown.

Before opening the mix design sampling locations to traffic, backfill sampling locations by replacing and compacting with an authorized material or minor HMA that complies with section 39-2.07. Backfill and compact to the existing grade and thickness of asphalt concrete pavement, in the Engineer's presence.

During progress of the work, if the contractor encounters an isolated area that requires more cement than described in the mix design for that area, they shall notify the Engineer before applying the additional cement. Spread supplementary cement in compliance with the mix design. Spread supplementary cement uniformly over the full roadway surface width.

14.3 Payment – The contract price paid per square foot Full Depth Reclamation (FDR) and Full Depth Reclamation – Cement treated (FDR-C) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in pulverize roadbed complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. If necessary, hauling and disposal of excess material is included in the contract price for pulverize roadbed.

The payment for cement used for the Full Depth Reclamation – Cement treated (FDR-C) shall be paid for by the contract price per ton Cement (5% FDR-C) by dry weight of cement with a dry unit weight of 120 lb. /cu ft

STATE LABOR STANDARDS PROVISIONS

All contractors and subcontractors are subject to the application of Section 1720 et seq. of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages.

All contractors and subcontractors are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code.

All contractors and subcontractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime.

Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than 1-1/2 times the basic rate of pay.

CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATION
CONCERNING STATE LABOR STANDARDS AND PREVAILING WAGES

PROJECT: CDBG PAVEMENT REHABILITATION - PHASE 3 PROJECT

CONTRACT NUMBER: CONTRACT NO. 24-10

All contractors and subcontractors shall give the following certification to the City and forward this certification to the City within 10 days after the execution of any contract or subcontract.

- A. "I am aware of the provisions of Section 1720 et seq. of the California Labor Code which requires that the State prevailing wage rate shall be paid to employees where this rate exceeds the Federal wage rate."

- B. "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

- C. "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week."

(Contractor/Subcontractor)

(Signature)

(Date)

Typed/Printed Name and Title

**PROPOSAL TO THE PUBLIC WORKS DEPARTMENT
CITY OF MARYSVILLE**

NAME OF BIDDER: _____

TITLE: _____

SIGNATURE OF BIDDER: _____

COMPANY NAME: _____

CONTRACTOR LICENSE NO. _____ CLASSIFICATION _____

BUSINESS ADDRESS: _____

TELEPHONE NO.: AREA CODE () _____

PLACE OF RESIDENCE: _____

The work to be done and referred to herein is in Marysville, State of California, and shall be constructed in accordance with the Special Provisions (including the payment of not less than the minimum wage rates set forth therein) and the contract annexed hereto and also in accordance with the Standard Plans dated 2022, the Standard Specifications dated 2022, the wage rates of the General Prevailing Wage Rates of the Department of Transportation, and the equipment rental rate and labor surcharge portions of the publication entitled "Labor Surcharges and Equipment Rental Rates."

The work to be done in accordance with the Special Provisions entitled:

CDBG PAVEMENT REHABILITATION - PHASE 3 PROJECT

Bids are submitted for the entire work. The amount of the bid, for comparison purposes, will be the total of all items. The total of unit basis items will be determined by extension of the item price on the basis of the estimated quantity set forth for the item.

The bidder shall set for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail; provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause or is omitted, or in the case of unit basis items is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the item price.

2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and to furnish the two bonds in the sums to be determined as aforesaid with surety satisfaction to the City of Marysville, within fifteen (15) days, not including Sundays and legal holidays, after the bidder has received notice from the Director of Public Works that the contract has been awarded, the City of Marysville may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Marysville.

The undersigned, as bidder, declares that he/she has received Addendum Nos. _____, _____, _____, _____, _____, _____, _____.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation, and in submitting this proposal the undersigned bidder agrees that if it is determined that he is the successful bidder, he will execute the attached non-collusion affidavit, that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to, and he proposes and agrees, if this proposal is accepted, that he will contract with the City of Marysville in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following item prices, to wit:

**CDBG PAVEMENT REHABILITATION - PHASE 3 PROJECT
CONTRACT 24-10**

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
Bid Schedules A1 - A8 combined					
	Grind 10' taper 0.15' Min. Depth at Edges & Profile as Necessary	621,400	SF		
1					
2	Pavement Repair (4" HMA)	6,500	SF		
3	Geosynthetic Pavement Interlayer (Paving Fabric with Oil)	59,890	SY		
4	Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay)	1,920	TON		
5	Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay with Leveling Course)	9,270	TON		
6	Type II Slurry Seal	107,000	SF		
7	Accessible Ramp (Single Corner - Case A) D1	2	EA		
8	Accessible Ramp (Single Through - Case F) D2	8	EA		
9	Accessible Ramp (Double Through - Case F) D3	14	EA		
10	Accessible Ramp (Double Through - Case F with new DIs) D3	9	EA		
11	Accessible Ramp (Double Corner - Case C) D7	1	EA		
12	Install Truncated Dome Mat in (E) Sidewalk / Ramp Area	36	EA		
13	Install HMA Speed Table After Overlay with Paving Markings and Waring Signs	2	EA		
14	Install Concrete Mini Roundabout with Signs	1	EA		
15	Replace Commercial Driveway	4	EA		
16	Replace Minor Concrete (Curb and Gutter)	336	LF		
17	Minor Concrete - Remove & Replace Sidewalk	3,255	SF		
18	Replace minor street approach including sidewalk & curb & gutter	24	EA		
19	Adjust Utility Manhole Covers to grade	30	EA		
20	Adjust Utility (Valve /Cleanout) Covers to grade	45	EA		
21	Adjust Drain Inlet to grade	21	EA		
22	Replace Drain Inlet	1	EA		
23	Adjust Centerline Monument Covers to grade (Protect monument in place)	14	EA		
24	Pavement Delineation ("STOP" Legend and Stop Bar)	29	EA		
25	Pavement Delineation ("YIELD" Legend and line arrows)	7	EA		
26	Pavement Delineation Crosswalk (Detail A24F - Ladder)	57	EA		
27	Pavement Delineation (Detail 22)	9,250	LF		
28	Pavement Delineation (Detail 39 / 39A)	17,100	LF		
29	Pavement Delineation (2' wide Bike lane buffer - Detail 39 / Diagonal @ 6' O.C.)	15,900	EA		
30	Pavement Delineation (Bike Lane Symbol w/ Arrow)	109	EA		
31	Pavement Delineation (Bike Lane Share Arrow)	7	EA		
32	Pavement Delineation (TYPE I, II, & II Arrows)	18	EA		
33	Pavement Delineation (TYPE FH I Arrow)	4	EA		
34	Pavement Delineation - Diagonal Parking Lines	169	EA		
35	Bike Path Sign - 1 Post	24	EA		
36	Replace Street Name Signs 2 - 1 Post	17	EA		
37	Replace Street Name Sign - 1 Post	12	EA		
38	Replace Stop Sign - 1 Post	35	EA		
39	Replace Yield Sign - 1 Post	6	EA		
40	Replace Caltrans Signal Loops	2	EA		
41	Replace Caltrans Advanced Signal Loops	2	EA		
Total Bid Schedules A1 - A8 =					
Mobilization / Demobilization =					
SWPPP =					
Traffic Control =					
Total Base Bid (Schedules A1 - A8) =					

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
Bid Schedules A1 - A8 combined					
	Grind 10' taper 0.15' Min. Depth at Edges & Profile as Necessary	621,400	SF		
1					
2	Pavement Repair (4" HMA)	6,500	SF		
3	Geosynthetic Pavement Interlayer (Paving Fabric with Oil)	59,890	SY		
4	Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay)	1,920	TON		
5	Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay with Leveling Course)	9,270	TON		
6	Type II Slurry Seal	107,000	SF		
7	Accessible Ramp (Single Corner - Case A) D1	2	EA		
8	Accessible Ramp (Single Through - Case F) D2	8	EA		
9	Accessible Ramp (Double Through - Case F) D3	14	EA		
10	Accessible Ramp (Double Through - Case F with new DIs) D3	9	EA		
11	Accessible Ramp (Double Corner - Case C) D7	1	EA		
12	Install Truncated Dome Mat in (E) Sidewalk / Ramp Area	36	EA		
13	Install HMA Speed Table After Overlay with Paving Markings and Waring Signs	2	EA		
14	Install Concrete Mini Roundabout with Signs	1	EA		
15	Replace Commercial Driveway	4	EA		
16	Replace Minor Concrete (Curb and Gutter)	336	LF		
17	Minor Concrete - Remove & Replace Sidewalk	3,255	SF		
18	Replace minor street approach including sidewalk & curb & gutter	24	EA		
19	Adjust Utility Manhole Covers to grade	30	EA		
20	Adjust Utility (Valve /Cleanout) Covers to grade	45	EA		
21	Adjust Drain Inlet to grade	21	EA		
22	Replace Drain Inlet	1	EA		
23	Adjust Centerline Monument Covers to grade (Protect monument in place)	14	EA		
24	Pavement Delineation ("STOP" Legend and Stop Bar)	29	EA		
25	Pavement Delineation ("YIELD" Legend and line arrows)	7	EA		
26	Pavement Delineation Crosswalk (Detail A24F - Ladder)	57	EA		
27	Pavement Delineation (Detail 22)	9,250	LF		
28	Pavement Delineation (Detail 39 / 39A)	17,100	LF		
29	Pavement Delineation (2' wide Bike lane buffer - Detail 39 / Diagonal @ 6' O.C.)	15,900	EA		
30	Pavement Delineation (Bike Lane Symbol w/ Arrow)	109	EA		
31	Pavement Delineation (Bike Lane Share Arrow)	7	EA		
32	Pavement Delineation (TYPE I, II, & II Arrows)	18	EA		
33	Pavement Delineation (TYPE FH I Arrow)	4	EA		
34	Pavement Delineation - Diagonal Parking Lines	169	EA		
35	Bike Path Sign - 1 Post	24	EA		
36	Replace Street Name Signs 2 - 1 Post	17	EA		
37	Replace Street Name Sign - 1 Post	12	EA		
38	Replace Stop Sign - 1 Post	35	EA		
39	Replace Yield Sign - 1 Post	6	EA		
40	Replace Caltrans Signal Loops	2	EA		
41	Replace Caltrans Advanced Signal Loops	2	EA		
Total Bid Schedules A1 - A8 =					
Mobilization / Demobilization =					
SWPPP =					
Traffic Control =					
Total Base Bid (Schedules A1 - A8) =					

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
Add Alternate Bid Schedule A9- D Street (10th Street - 14th Street)					
1	Grind 10' taper 0.15' Min. Depth at Edges & Profile as Necessary	83,000	SF		
2	Pavement Repair (4" HMA)	1,000	SF		
3	Geosynthetic Pavement Interlayer (Paving Fabric with Oil)	9,220	SY		
4	Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay with	1,560	TON		
5	Accessible Ramp (Double Corner - Case C) D7	1	EA		
6	Install Truncated Dome Mat in (E) Sidewalk / Ramp Area	2	EA		
7	Adjust Utility Manhole Covers to grade	8	EA		
8	Adjust Utility (Valve /Cleanout) Covers to grade	4	EA		
9	Adjust Drain Inlet to grade	5	EA		
10	Adjust Centerline Monument Covers to grade (Protect	3	EA		
11	Pavement Delineation ("STOP" Legend and Stop Bar)	2	EA		
12	Pavement Delineation Crosswalk (Detail A24F - Ladder)	3	EA		
13	Pavement Delineation (Detail 22)	1,400	LF		
14	Pavement Delineation (Detail 39 / 39A)	2,800	LF		
15	Pavement Delineation (2' wide Bike lane buffer - Detail 39 /	2,800	EA		
16	Pavement Delineation (Bike Lane Symbol w/ Arrow)	12	EA		
17	Pavement Delineation (Bike Lane Share Arrow)	2	EA		
18	Pavement Delineation - Diagonal Parking Lines	54	EA		
19	Bike Path Sign - 1 Post	4	EA		
20	Replace Street Name Sign - 1 Post	4	EA		
21	Replace Street Name Signs 2 - 1 Post	1	EA		
Total Add Alt Bid Schedule A9 =					

**CITY OF MARYSVILLE
PUBLIC WORKS DEPARTMENT**

BIDDER'S BOND

**CDBG PAVEMENT REHABILITATION - PHASE 3 PROJECT
CONTRACT NO. 24-10**

We, _____, as Principal, and _____, as Surety, are bound unto the City of Marysville, PUBLIC WORKS DEPARTMENT, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee for **CDBG PAVEMENT REHABILITATION - PHASE 3 PROJECT** for which bids are to be opened at Marysville, California, on _____.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Notice to Contractors, Special Provisions, Proposals, and Contract for this work, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials is provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 2026;

By: _____

By: _____

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has ___ has not ___, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space:

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares, under penalty of perjury under the laws of the State of California, that the bidder has ___ has not ___ been convicted within the preceding three (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any State or Federal Antitrust Law in connection with the bidding upon, award of or performance of any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

- (2) If any funds other than 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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

- a. initial
- b. material change

For Material Change Only:

year ____ quarter ____
date of last report _____

4. Name and Address of Reporting Entity

Prime

Subawardee

Tier _____, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ actual Planned

13. Type of Payment (check all that apply)

12. Form of Payment (check all that apply):

- a. cash
- b. in-kind; specify: nature _____
value _____

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter last name, first name and middle initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Following is the name and location of the mill, shop, or office of each subcontractor who will perform work or labor or render services to the above-signed bidder. Failure of the bidder to specify a subcontractor for any portion of the work to be performed under the contract constitutes an agreement by the bidder to perform that portion of the work himself.

NAME AND ADDRESS OF SUBCONTRACTOR	LABOR OR SERVICES TO BE PERFORMED AND VALUE THEREOF	SUBCONTRACTOR LICENSE #	CLASS
(1) _____ _____ _____	_____ \$ _____ _____	_____	_____
(2) _____ _____ _____	_____ \$ _____ _____	_____	_____
(3) _____ _____ _____	_____ \$ _____ _____	_____	_____
(4) _____ _____ _____	_____ \$ _____ _____	_____	_____
(5) _____ _____ _____	_____ \$ _____ _____	_____	_____
(6) _____ _____ _____	_____ \$ _____ _____	_____	_____
(7) _____ _____ _____	_____ \$ _____ _____	_____	_____
(8) _____ _____ _____	_____ \$ _____ _____	_____	_____

IF ADDITIONAL SPACE IS REQUIRED, PLEASE CONTINUE ON BACK OF THIS PAGE.

THIS LIST MUST BE SUBMITTED WITH BID PROPOSAL.

PROPOSAL CERTIFICATION

Accompanying this proposal is a certified or cashier's check, or bidder's bond, in the amount of ten percent (10%) of the total bid price, executed by an admitted surety insurer made payable to the City of Marysville for an amount equal to at least ten percent (10%) of the bid amount.

State if bidder is an individual, corporation, or partnership. If bidder is a corporation, state legal name of the corporation, state of incorporation, and the name of the president, secretary, and treasurer. If the bidder is a partnership, list the names of all the partners.

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2, of the California Administrative Code). By my signature on this proposal, I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code, Section 112, and Public Contract Code Section 7106, and the Title 49 Code of Federal Regulations, Part 29, Debarment and Suspension Certification, are true and correct.

Date: _____

Signature: _____

Name of Bidder: _____

Title: _____

Corporate Seal

**CITY OF MARYSVILLE
PUBLIC WORKS DEPARTMENT**

CONTRACT AGREEMENT

**CDBG PAVEMENT REHABILITATION - PHASE 3 PROJECT
CONTRACT NO. 24-10**

THIS AGREEMENT, made and concluded this ____ day of _____, 20____, between the City of Marysville, party of the first part, and _____, Contractor, party of the second part.

ARTICLE I. – WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the said party of the first part under the conditions expressed in the two bonds bearing even date with these presents and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the PUBLIC WORKS DEPARTMENT, construction on various roads, all in accordance with the Special Provisions hereto annexed and also in accordance with the Standard Specifications of the State of California Department of Transportation dated May 2022 the Standard Plans dated May 2022, the “Labor Surcharge” and “Equipment Rental Rates” in effect on the date the work is accomplished, and the “General Prevailing Wage Rates” of the State of California Department of Transportation, which said Special Provisions, Standard Plans, Standard Specifications are hereby specially referred to and by such reference made a part hereof.

The Special Provisions and the project plans for the work to be done are entitled:

CDBG PAVEMENT REHABILITATION - PHASE 3 PROJECT

Which are hereby made part of this contract.

ARTICLE II. – The said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Marysville and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications and the requirements of the Engineer under them, to wit.

ARTICLE III. – The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the

time, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV. – By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V. – It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VI. – The City of Marysville hereby employs Contractor to provide material and to do the work according to the terms and conditions herein contained and referred to for the following prices to be paid at the time, in the manner and upon the conditions hereinafter set forth.

ARTICLE VII. – The improvement contemplated in the performance of this contract is an improvement over which the City of Marysville shall exercise general supervision.

ARTICLE VIII. – The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. Wage rates include the highest wage compared between State and Federal Prevailing wage for the identified classifications. It is further expressly agreed, by and between the terms of this instrument and the bid or proposal of said Contractor, that this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IX. – The Labor Compliance Manual and Contract Language and the Section 3 Manual are hereto made part of this contract by this reference and if any conflict is evident the highest level of compliance shall prevail. Contractor shall comply with all requirements as outlined in said manuals as provided and in compliance with the funding requirements.

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
Bid Schedules A1 - A8 combined					
1	Grind 10' taper 0.15' Min. Depth at Edges & Profile as Necessary	621,400	SF		
2	Pavement Repair (4" HMA)	6,500	SF		
3	Geosynthetic Pavement Interlayer (Paving Fabric with Oil)	59,890	SY		
4	Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay)	1,920	TON		
5	Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay with Leveling Course)	9,270	TON		
6	Type II Slurry Seal	107,000	SF		
7	Accessible Ramp (Single Corner - Case A) D1	2	EA		
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9	Accessible Ramp (Double Through - Case F) D3	14	EA		
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11	Accessible Ramp (Double Corner - Case C) D7	1	EA		
12	Install Truncated Dome Mat in (E) Sidewalk / Ramp Area	36	EA		
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20	Adjust Utility (Valve /Cleanout) Covers to grade	45	EA		
21	Adjust Drain Inlet to grade	21	EA		
22	Replace Drain Inlet	1	EA		
23	Adjust Centerline Monument Covers to grade (Protect monument in place)	14	EA		
24	Pavement Delineation ("STOP" Legend and Stop Bar)	29	EA		
25	Pavement Delineation ("YIELD" Legend and line arrows)	7	EA		
26	Pavement Delineation Crosswalk (Detail A24F - Ladder)	57	EA		
27	Pavement Delineation (Detail 22)	9,250	LF		
28	Pavement Delineation (Detail 39 / 39A)	17,100	LF		
29	Pavement Delineation (2' wide Bike lane buffer - Detail 39 / Diagonal @ 6' O.C.)	15,900	EA		
30	Pavement Delineation (Bike Lane Symbol w/ Arrow)	109	EA		
31	Pavement Delineation (Bike Lane Share Arrow)	7	EA		
32	Pavement Delineation (TYPE I, II, & II Arrows)	18	EA		
33	Pavement Delineation (TYPE FH I Arrow)	4	EA		
34	Pavement Delineation - Diagonal Parking Lines	169	EA		
35	Bike Path Sign - 1 Post	24	EA		
36	Replace Street Name Signs 2 - 1 Post	17	EA		
37	Replace Street Name Sign - 1 Post	12	EA		
38	Replace Stop Sign - 1 Post	35	EA		
39	Replace Yield Sign - 1 Post	6	EA		
40	Replace Caltrans Signal Loops	2	EA		
41	Replace Caltrans Advanced Signal Loops	2	EA		
Total Bid Schedules A1 - A8 =					
Mobilization / Demobilization =					
SWPPP =					
Traffic Control =					
Total Base Bid (Schedules A1 - A8) =					

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
Add Alternate Bid Schedule A9- D Street (10th Street - 14th Street)					
1	Grind 10' taper 0.15' Min. Depth at Edges & Profile as Necessary	83,000	SF		
2	Pavement Repair (4" HMA)	1,000	SF		
3	Geosynthetic Pavement Interlayer (Paving Fabric with Oil)	9,220	SY		
4	Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay with	1,560	TON		
5	Accessible Ramp (Double Corner - Case C) D7	1	EA		
6	Install Truncated Dome Mat in (E) Sidewalk / Ramp Area	2	EA		
7	Adjust Utility Manhole Covers to grade	8	EA		
8	Adjust Utility (Valve /Cleanout) Covers to grade	4	EA		
9	Adjust Drain Inlet to grade	5	EA		
10	Adjust Centerline Monument Covers to grade (Protect	3	EA		
11	Pavement Delineation ("STOP" Legend and Stop Bar)	2	EA		
12	Pavement Delineation Crosswalk (Detail A24F - Ladder)	3	EA		
13	Pavement Delineation (Detail 22)	1,400	LF		
14	Pavement Delineation (Detail 39 / 39A)	2,800	LF		
15	Pavement Delineation (2' wide Bike lane buffer - Detail 39 /	2,800	EA		
16	Pavement Delineation (Bike Lane Symbol w/ Arrow)	12	EA		
17	Pavement Delineation (Bike Lane Share Arrow)	2	EA		
18	Pavement Delineation - Diagonal Parking Lines	54	EA		
19	Bike Path Sign - 1 Post	4	EA		
20	Replace Street Name Sign - 1 Post	4	EA		
21	Replace Street Name Signs 2 - 1 Post	1	EA		
Total Add Alt Bid Schedule A9 =					

Approved as to form:

City Attorney
City of Marysville

CITY OF MARYSVILLE

Jim Schaad
City Manager

Date

CONTRACTOR

Company Name

By and Title (signature)

Date

By and Title (printed)

Address

Telephone Number

**CITY OF MARYSVILLE
PUBLIC WORKS DEPARTMENT
BOND OF FAITHFUL PERFORMANCE**

**CDBG PAVEMENT REHABILITATION - PHASE 3 PROJECT
CONTRACT NO. 24-10**

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____,
the Contractor in the contract hereto annexed, as principal, and _____, as
surety, are held and firmly bound unto the City of Marysville in the sum of
_____ (\$_____) lawful money
of the United States, for which payments, well and truly to be made, we bind ourselves, jointly
and severally, firmly by these presents.

Signed, sealed and dated _____.

The condition of the above obligation is that if said principal, as Contractor in the contract hereto annexed, shall faithfully perform each and all of the conditions of said contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the City, necessary to perform and complete, and to perform and complete in a good workmanlike manner, the work of **CDBG PAVEMENT REHABILITATION - PHASE 3 PROJECT**, in strict conformity with the terms and conditions set forth in the contract hereto annexed, then this obligation shall be null and void, otherwise to remain in full force and effect, and that said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

Surety further agrees, in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, a reasonable attorney's fee to be awarded and fixed by the Court and to be taxed as costs and to be included in the judgment therein rendered.

Contractor

Surety

Approved as to form:

City Attorney
City of Marysville

**CITY OF MARYSVILLE
PUBLIC WORKS DEPARTMENT
PAYMENT BOND
(Section 9550, Civil Code)**

**CDBG PAVEMENT REHABILITATION - PHASE 3 PROJECT
CONTRACT NO. 24-10**

WHEREAS, the City of Marysville, PUBLIC WORKS DEPARTMENT, hereafter referred to as "Obligee," has awarded to Contractor, _____, hereinafter referred to as "Principal," a contract for the work described as follows:

CDBG PAVEMENT REHABILITATION - PHASE 3 PROJECT

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ (\$ _____) for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 2026

By: _____
Principal

By: _____
Attorney-in-Fact

Department of Housing & Community Development
- CDBG Program

Disadvantaged Business and Section 3
BID Requirements

ADAMS ASHBY GROUP

1000 Lincoln Rd H-212
Yuba City, CA 95991

(916) 449-3944 p

(916) 449-3934 f

BBray@adamsashbygroup.com -Brenda



Bid Requirements		
Attached	Form Description	Page
	Business Enterprise Information Form (All Projects)	3
	Form 1-Assessment and Certifications (All Projects)	4
	Form 2-Permanent Employees (Section 3 Triggered)	5
	Form 3-Qualitive Efforts (Section 3 Triggered)	6-7
	Estimated Work Force Breakdown(All Projects)	8
	Form A, "Good Faith" List of Sub-Contractors Solicited	9
	Form B, "Good Faith" Effort Bid Received List	10
	Form C, Contractor /Recipient Certification	11
	Form D, A narrative description of the six good faith efforts	12
	Worker/Targeted Worker/Employer Certification(Section 3 Resident Eligibility Certification)	13
	Business Concern Certification	15
Incorporate into all contracts	Section 3 Clause(Form 4, this must be included in all subcontracts)	16-17

Contractors and/or Subcontractors are expected to meet the minimum goals to the greatest extent feasible. (Note: Section 3 may not be required for all projects and contractors, however, best efforts to comply with the minimum numerical goals are still highly recommended.) All efforts to utilize Section 3 business and workers should be documented, and this Section 3 Project Plan should be submitted for all relevant project bids.

Build America, Buy America Act. (ALL CONSTRUCTION CONTRACTS)

This project must comply with the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee’s infrastructure project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver if applicable, this requirement must be met for the proposed project.

NOTE TO BIDDERS: ALL applicable forms in this packet need to be returned with the bid. Failure to do so may result in the bid being disqualified.

BUSINESS ENTERPRISE INFORMATION FORM

This form is required for <u>ALL</u> projects		
OWNER NAME:	OWNER PROJECT NUMBER:	
PROJECT DESCRIPTION:	PROJECT LOCATION:	
PRIME CONTRACTOR INFORMATION		
NAME/ADDRESS Name of firm: Contact Person: Address: City/State/Zip: Phone: Email:	TYPE OF CONTRACT <input type="checkbox"/> ARCHITECT <input type="checkbox"/> ENGINEER <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> SUPPLIER <input type="checkbox"/> SERVICE	SUBCONTRACTOR UTILIZATION This project <u>WILL NOT</u> utilize subcontractors. This project <u>MAY</u> utilize the following subcontractors
<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE SEC. 3 <input type="checkbox"/> OTHER/NA	AMOUNT OF CONTRACT/BID:	
SUBCONTRACTOR INFORMATION		
<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE SEC. 3 <input type="checkbox"/> OTHER/NA	NAME/ADDRESS	
<input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier/Service <input type="checkbox"/> Joint Venture <input type="checkbox"/> Broker	Name of Firm: Contact Person: Address: City, Zip: EIN/Phone: Email:	
TYPE OF CONTRACT/ TRADE:		
CONTRACT AMOUNT:		
<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE SEC. 3 <input type="checkbox"/> OTHER/NA	NAME/ADDRESS	
<input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier/Service <input type="checkbox"/> Joint Venture <input type="checkbox"/> Broker	Name of Firm: Contact Person: Address: City, Zip: EIN/Phone: Email:	
TYPE OF CONTRACT/ TRADE:		
CONTRACT AMOUNT:		
<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE SEC. 3 <input type="checkbox"/> OTHER/NA	NAME/ADDRESS	
<input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier/Service <input type="checkbox"/> Joint Venture <input type="checkbox"/> Broker	Name of firm: Contact Person: Address: City, Zip: EIN/Phone: Email:	
TYPE OF CONTRACT/ TRADE:		
CONTRACT AMOUNT:		
GOALS FOR MBE & WBE PARTICIPATION		
	% MBE	% WBE
Construction	14.3%	6.9%
Equipment	14.3%	6.9%
Services	14.3%	6.9%
Supplies	14.3%	6.9%
FORM COMPLETED BY		
Name:	Title:	Phone:
Signature	Date:	Email:
FAILURE TO COMPLETE AND SUBMIT THIS FORM WITH BID, WILL CAUSE THE BID TO BE REJECTED AS NON-RESPONSIVE		

DBE=Disadvantaged Business Enterprise

WBE=Woman Owned Business Enterprise (8A)

MBE=Minority Business Enterprise

**Federal Section 3
FORM 1-ASSESSMENT AND CERTIFICATIONS**

This form is required for ALL projects and must be submitted with bid or application for funding.

Project Information

Project Name:
Project Location or Address(es):

Developer/Contactor Information

Name of Firm:	Address:
Authorized Representative:	Title:
Phone:	Email:

1. Check all that apply to your business:

- Your business is at least 51% owned and controlled by low- or very low-income persons
- Over 75% of the labor hours performed for your business over the past three-month period were performed by Section 3 workers
- Your business is at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing
- None of the above

- 2. Will you be hiring new employees or providing new training opportunities because of this contract? Yes No
- 3. Will you be using subcontractors to complete this project? Yes No
- 4. Is your bid/contract amount greater than \$200,000? Yes No

If response to item 4 above is "YES," Section 3 requirements will be fully enforced on this project. Failure to comply may result in the suspension of funding. Please complete the certifications below and submit FORMS 1-4 with your bid or application for funding.

If NO, Section 3 participation is strongly encouraged but not required. Please attempt to meet the Section 3 goals to the greatest extent feasible. You must still complete the certifications below as applicable and return FORMS 1 and 2 with your bid or application for funding.

Certifications		YES	NO	N/A
All Projects:	By completing and signing this form, I agree to comply with all applicable requirements of the Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 75)			
	I understand that I must complete and submit FORMS 1 and 2 and submit them with my bid even if my bid is under \$200,000.			
Projects over \$200K:	I have included/will include the Section 3 Clause (FORM 5) in all subcontracts for which Section 3 compliance is required.			
	I understand that I am required to submit quarterly and final Section 3 reports (Form 6), associated forms as applicable (Forms 2, 3, and 4), and supporting documentation located in Section 3 Manual			
	I agree that my company has made and will continue to make efforts "to the greatest extent feasible" to comply with Section 3 as required by HUD.			
	I understand the minimum numerical goals for Section 3 participation and I have completed FORMS 1 through 4 and attached them to my bid.			

I declare that all statements contained in this form and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of funding or other penalties as prescribed under 18 U.S. Code § 1001.

Authorized Representative Signature

Date

Federal Section 3 FORM 2-List of Permanent Employees

This form is required for all **Section 3-triggered** projects (over \$200,000) and must be submitted prior to work commencing or with application for funding and again with the final Section 3 compliance report.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

Please list all current permanent employees (both full and part-time) employed by your company (or local/regional office). Use additional sheets as necessary. A computer-generated employee registry can be provided in lieu of this form if it includes the worker's name, employer, job category, hire date and indicates Section 3/targeted Section 3 status.

No.	Name of Worker	Employer	Job Classification/ Trade	Section 3 Worker (Y/N)	Targeted Section 3 Worker Y/N	Hire Date
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

Please note that your business may be eligible for Section 3 Business certification if at least 75% of your labor hours performed on all contracts over the past three-month period were performed by employees who meet one of the following categories below:

- The worker lives within one mile of the Section 3 project (or, if fewer than 5,000 people live within one mile of the Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census);
- The worker is a HUD YouthBuild participant; or
- The worker's income for the previous or annualized calendar year is below 80% of the current area median income for the area in which the worker resides. (Use the worker's annual gross income based on AMI for a single-person household.) HUD income limits can be found at <https://www.huduser.gov/portal/datasets/il.html>.)

Federal Section 3
FORM 3-DOCUMENTATION OF QUALITATIVE EFFORTS

This form is required for all **Section 3-triggered** projects (over \$200,000) and must be submitted with bid or application for funding, as well as with all quarterly or final compliance reports that indicate numeric goals were not met. Please fill out this form completely. Attach additional pages if needed.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

- Describe all efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, to Section 3 workers. Attach additional pages if needed.

Attach supporting documentation such as:

- Copies of all publications, notices, pictures of posted notices, and other outreach materials.
- List of all Section 3 workers that responded to your outreach efforts (e.g., submitted job applications, phone logs, etc.); were any of them hired? If not, please explain why.
- **If not currently hiring workers** and later in the project period end up needing to hire please explain the intended method of filling the position/positions.

- Describe all efforts made to notify Section 3 businesses of any subcontracting opportunities generated by HUD financial assistance for this project, to the greatest extent feasible. Attach additional pages if needed.

Attach supporting documentation such as:

- Section 3 Business List used in solicitation.
- List of Section 3 business included in solicitation and documentation of efforts (emails, letters, phone, logs, etc.).
- List of Section 3 businesses that responded to your solicitation and/or outreach efforts; were any of them hired? If not, please explain why.
- Copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.
- **If not using subcontractors**, please state that in this box

Federal Section 3
FORM 3-DOCUMENTATION OF QUALITATIVE EFFORTS
(Continued)

3. Describe all additional qualitative efforts made to comply with Section 3 requirements. See below for examples. Attach all applicable supporting documentation.

4. If there are employment opportunities associated with your project, include a draft of the proposed signage. Section 3 signage should be posted at the construction site. Signage must be large enough to be visible from the street. The sign must (a) identify the name of the project, (b) state the project is a HUD Section 3 Project, and (c) include the name, phone number and email address of an appropriate point of contact regarding employment opportunities.

Examples of Qualitative Efforts

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
<https://northstatejobs.com/post-a-job/>
- Provided technical assistance to help Section 3 Workers compete for jobs (e.g. resume assistance, coaching, etc.).
- Provided training or apprenticeship opportunities.
- Directed Section 3 Workers to obtain financial literacy training and/or coaching.
- Assisted or connected Section 3 Workers with assistance in seeking employment by helping them prepare for interviews, connecting residents to job placement services, or pointed them towards job fairs.
- Provided or referred Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Engaged in outreach efforts to identify and secure bids from Section 3 Business Concerns.
- Hosted job fairs.
- Divided contracts into smaller jobs to facilitate participation by Section 3 Business Concerns.
- Provided technical assistance to help Section 3 Business Concerns understand and bid on contracts.
- Provided application assistance for attendance at a community college, a four-year educational institution, or vocational/technical training.
- Provided bonding assistance, guarantees, or other efforts to support viable bids from Section 3 Business Concerns.
- Contacted business assistance agencies, minority contractors' associations, and community organizations to inform them of contracting opportunities and request their assistance in identifying Section 3 Business Concerns.
- Provided written notice to all known Section 3 Business Concerns of the contracting opportunities. The notice should be in sufficient time to allow Section 3 Business Concerns to respond to the bid invitation or request for proposal.
- Used the services and assistance of the U.S. Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce
<https://californiaucp.dbesystem.com/> https://dsbs.sba.gov/search/dsp_dsbs.cfm

Federal Section 3 Estimated Project Work Force Breakdown

This document must be submitted with ALL bid documents

Job Category	Total Estimated Positions Needed for Project	No. Positions Occupied by Permanent Employees	No. of Vacant Positions	No. of Positions to be filled with Section 3 and/or Targeted Section 3 workers and their estimated hiring date.
Supervisor				
Professional				
Technical				
Office/Cleric.				
Trade				
Journeyman				
Apprentices				
Trainees				
Others				
Trade				
Journeyman				
Apprentices				
Trainees				
Other				
TOTAL:				

Section 3 Resident:

Individuals residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3-covered project is located. See attached income schedule.

_____ Company

_____ Project

_____ Project Number

Person Completing Form: _____

Authorized Signature _____ Date: _____

The employment and training component of Section 3 applies to the prime contractor and all subcontractors providing construction services or professional services to the CDBG programs. It is the responsibility of the Prime Contractor to enforce these same requirements within any subcontracts.

To be in compliance with HUD's/HCD's new Section 3 benchmarks, 25% of total labor hours must be Section 3 Workers and 5% of total labor hours must be Targeted Section 3 workers. Please note the Section 3 workers and Targeted Section 3 Workers must meet the minimum qualifications for the available job.

Federal-Form A
"Good Faith"
Effort List of Sub-Contractors Solicited

In accordance with 49 CFR Part 26.11(c), a bidder's list must be created and maintained of ALL firms bidding on prime contracts and bidding or quoting subcontracts; therefore, the following information is required.

THIS FORM TO BE COMPLETED AND RETURNED WITH BID

Prime Contractor: _____
 Address: _____
 City, State, Zip: _____
 Prime's Racial/Ethnic code: _____
 Is Prime a Certified DBE? _____

Project Owner: _____
 Address: _____
 City, State, Zip: _____
 Project Name: _____
 Project Address: _____
 City, State, Zip: _____

LIST ALL SUBCONTRACTORS, VENDERS, AND /OR SUPPLIERS CONTACTED FOR QUOTES PERTAINING TO THIS BID

Company Name	Contact Person	Address	Phone Number	Contract Date	Task description	Response (Y/N)

If any of the above firms are "Certified Disadvantaged Business Enterprises," please designate by placing a check in the box beside the company name.

COMPLETED BY: _____

DATE: _____

Federal-Form B
"Good Faith" Effort Bids Received list

This form shall be completed and submitted if the MBE/WBE goal cannot be met.

Name and Address of Certified Disadvantaged Business Enterprise	Dates of Contact	Method of Contact	Documents Attached	Utilization
Name:				<input type="checkbox"/> Selected
Address:				<input type="checkbox"/> NOT Selected
<input type="checkbox"/> DBE				Reason:
<input type="checkbox"/> MBE				
<input type="checkbox"/> WBE				
Name:				<input type="checkbox"/> Selected
Address:				<input type="checkbox"/> NOT Selected
<input type="checkbox"/> DBE				Reason:
<input type="checkbox"/> MBE				
<input type="checkbox"/> WBE				
Name:				<input type="checkbox"/> Selected
Address:				<input type="checkbox"/> NOT Selected
<input type="checkbox"/> DBE				Reason:
<input type="checkbox"/> MBE				
<input type="checkbox"/> WBE				
Name:				<input type="checkbox"/> Selected
Address:				<input type="checkbox"/> NOT Selected
<input type="checkbox"/> DBE				Reason:
<input type="checkbox"/> MBE				
<input type="checkbox"/> WBE				
Name:				<input type="checkbox"/> Selected
Address:				<input type="checkbox"/> NOT Selected
<input type="checkbox"/> DBE				Reason:
<input type="checkbox"/> MBE				
<input type="checkbox"/> WBE				
Name:				<input type="checkbox"/> Selected
Address:				<input type="checkbox"/> NOT Selected
<input type="checkbox"/> DBE				Reason:
<input type="checkbox"/> MBE				
<input type="checkbox"/> WBE				

Failure to accomplish and document good faith efforts may be cause for disqualification of this bid.
Bidder MUST attach documentation regarding the good faith efforts put forth.

Documents may include Copies of letters sent, advertisements used, unacceptable bid responses, etc. Good faith efforts must show that the efforts could reasonably be expected to produce a level of DBE participation sufficient to meet the DBE goal of this project.

Authorized Signature: _____ Date: _____

Title: _____ Firm Name: _____

Federal-Form D
Disadvantaged Business Enterprise(DBE) Efforts

Narrative description of the affirmative actions that the contractor has taken to fulfill the five good faith efforts:

Six Good Faith Efforts (GFE)

Contractor is required to complete, and document, the GFE below to ensure that DBEs have the opportunity to compete for financial assistance dollars.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
2. Make information on forthcoming opportunities available to DBEs, arrange time frames for contracts, and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
4. Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.
5. Use the services and assistance of the SBA and Minority Business Development Agency (MBDA) of the US Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in items 1 through 5.

Examples of Documentation for the six Good Faith Efforts

- Use of current bidders/solicitation list or databases that includes DBEs;
- Use of trade journals/databases (local or national);
- Date of last update to bidders/solicitation list or database;
- How were DBEs made aware of the solicitation;
- Where and when posted;
- Sample of letters or records of communication with DBEs, SBA, Minority Business Development Agency;
- Sample of advertisement/posting;
- How long/frequency of advertisement/posting;
- Document good faith efforts of contractors;
- Identify type of outreach that was conducted;
- Date of pre-bid conference;
- Attendance list for pre-bid conference;
- Participation date of last DBE procurement outreach conference;
- Process used to determine if large requirement could be divided into smaller requirements,
- Include unsuccessful bidders on database or list

Websites to help locate DBE businesses

SECTION 3 WORKER AND TARGETED SECTION 3 WORKER CERTIFICATION

This project is subject to Section 3 of the HUD Act of 1968 and its associated regulations, 24 CFR Part 75. The information below must be collected and provided for all employees on-site to demonstrate compliance with meeting benchmark goals.

NA-No Section 3 Workers **TO BE COMPLETED BY EMPLOYER -or- WORKER**

WORKER INFORMATION

1. Name: _____
Address: _____ **Email:** _____
City: _____ **Zip Code:** _____ **Phone Number:** _____

2. Please view the *Official State Income Limits*. Check to see if the worker's Gross Annual Income (based on the wages paid or their annual income calculated on an annualized process) is **At/BELOW** or **ABOVE** the amount listed for the county the **WORKER RESIDES**. Thank you for taking the time to fill this out.

Annualized Income Formula: Base rate of pay \$ _____ x2080= _____

Low-Income Maximum (80% Area Median Income)				
Employee County of Residence/ Income Limit:	Current WORKER income (annualized) is		Worker's Income within Past 5 Years or at Time of Hire was At/Below or Above	
	At/Below	Above	At/Below	Above
\$				

4. Are they or were they a YouthBuild Participant within a 5-year window beginning 11/30/2020?

Yes _____ No _____ Unknown _____

5. Are they or were they a resident of public housing within a 5-year window beginning 11/30/2020?

Yes _____ No _____ Unknown _____

6. Are they or were they a resident of other public housing projects or Section 8-assisted housing within a five year window beginning 11/30/2020? Yes _____ No _____ Unknown _____

7. Do they live within one mile of the service area/neighborhood of this project? Yes _____ No _____

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief.

Worker Signature: _____ **Date:** _____

EMPLOYER INFORMATION

Company Name: _____

Is the company a Section 3 Business Concern? Yes _____ No _____

*Defined as at least 51% owned and controlled by low- or very low-income persons;
OR over 75% of labor hours for the business over the prior 3-month period are performed by Section 3 workers;
OR 51% or more owned and controlled by current residents of public housing or Section 8-assisted housing.*

Employee Job Classification: _____ **Employee Hire Date:** _____

Project Name: _____ **Contract Award Date:** _____

Name/Title: _____

Signature: _____ **Date:** _____

Section 3 Service Area Map

About

Neighborhood Service Area Definition Tool

This tool allows Housing and Community Development Section 3 Recipients to identify Targeted Section 3 Workers in accordance with 24 C.F.R. § 75.19.

Targeted Section 3 Workers are Section 3 Workers located within a one-mile radius of a Section 3 Project. If fewer than 5,000 people live within a one-mile radius of the project, then the radius is expanded until it is sufficient block groups are selected to encompass a population of 5,000 or more according to the most recent census.

Start the search by typing in the address of the Section 3 Project, the map will auto zoom to the selected address, highlight all block groups that are included - *in full or in part* - within the default 1 mile radius, and provide a sum of the populations all highlighted block groups. Use the slider bar to expand the radius of the circle until the block groups total a population 5,000 or higher. Population total shows green when you have reached the population threshold. Population numbers are from ESRI's U.S. Census Block Group Layer.

To create a report or record of the block groups included click the up arrow on the bottom of the screen, select the Options dropdown, then click Export all to CSV. This can then be filed with your Section 3 Records.

Ref: 24 C.F.R. Part 75; if you have questions, corrections, or suggested improvements for this mapping solution please contact Senior Management and Program Analyst Daniel Huyck in the Detroit Field Office at daniel.i.huyck@hud.gov

Section 3 Neighborhood Service Area

Search for an address or locate on map

11th St, Marysville, CA, 95901, USA

Show results within 1 Miles

0 15

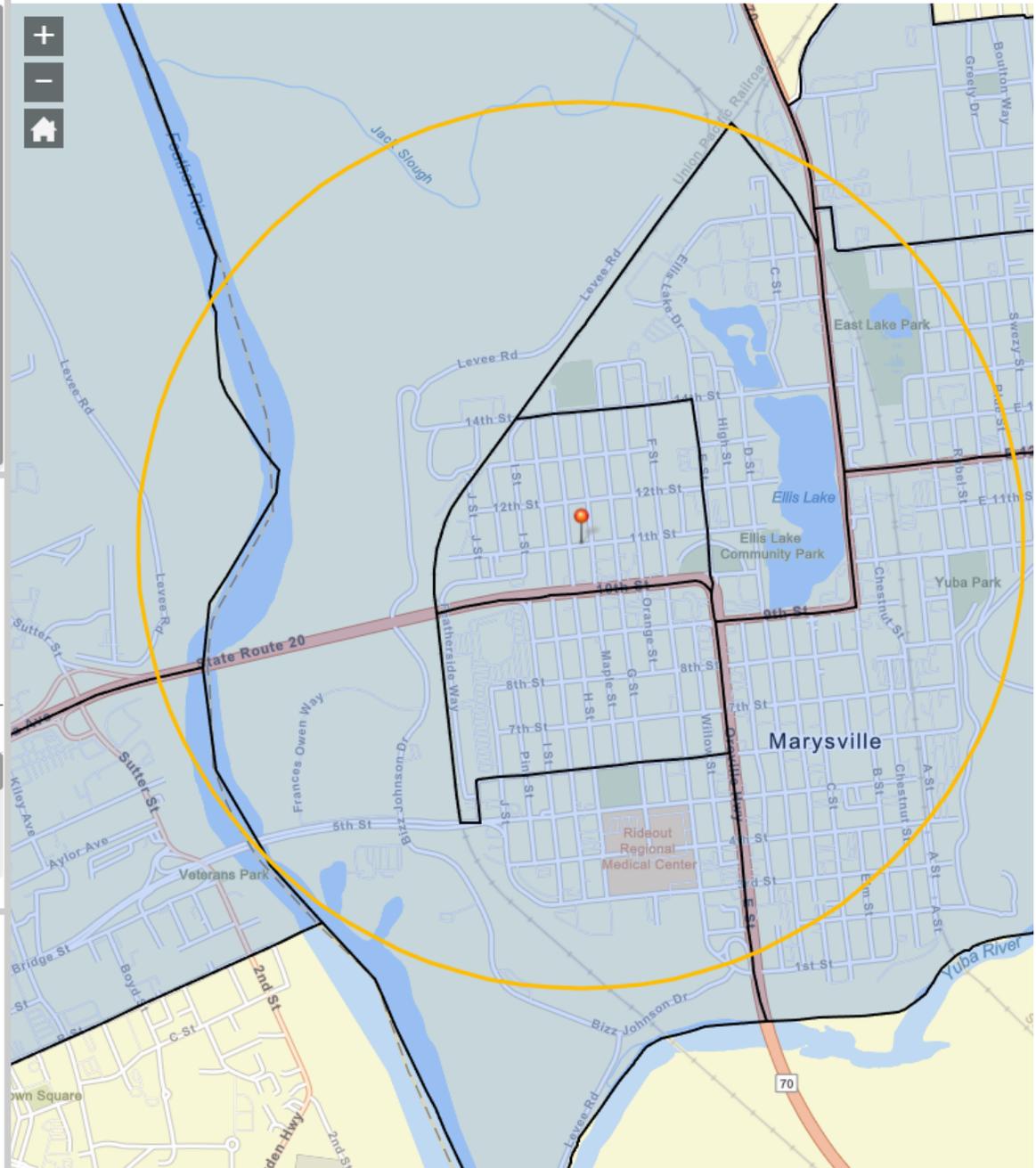
USA Census Block Group Boundaries

Block Group 061150401003 in CA	0 mi
Block Group 061150401004 in CA	0.11 mi
Block Group 061150401001 in CA	0.29 mi

Population

✓ 10,469

Population of Census Block Groups Within or Intersected by Radius



Federal Section 3

Business Concern Certification

To self-certify as a Section 3 Business Concern, per 24 CFR § 75, the company or firm must meet **at least one** of the categories below. Supporting documentation must be provided with this form to be confirmed as a Section 3 Business.

Please read the following statements and **check all that apply to your business.**

Check if Applies	Section 3 Business Category	Additional Required Data
<input type="checkbox"/>	51% or more of the business is owned by low- or very low-income persons.	Proof of ownership showing all owners and their percentages and a completed Section 3 Business Owner Self-Certification form for all low- and very low-income owners.
<input type="checkbox"/>	75% of the labor hours performed for the business over the prior 3 month period were performed by Section 3 workers.	Provide the last 90 days full payrolls for the entire company. Provide a list of employees who worked the last 90 days with the total hours worked for each employee and indication of which employees are Section 3 Workers.
<input type="checkbox"/>	At least 51% owned and controlled by current residents of public housing or Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a documentation of residence in public housing or a Section 8 unit.
<input type="checkbox"/>	None of the above apply to this business.	

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. Any false statements made knowingly and willfully may subject the signer to penalties under Section 1010 of Title 18 of the United States Code.

Authorized Signature	Date
Printed Name	Title

Business Name: _____

Business Address: _____

Telephone Number: _____ Type of Business (Check One):

- Corporation
- Sole Proprietorship
- Partnership
- Joint Venture

County or Metropolitan Service Area (MSA).
Where business is Located: _____

Business Services (list): _____

Federal Section 3

Form 4 -Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to engage in qualitative efforts including but not limited to:
 - a. Engaging in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
 - b. Providing training or apprenticeship opportunities.
 - c. Providing or referring Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
 - d. Engaging in outreach efforts to identify and secure bids from Section 3 business concerns.
 - e. Promoting the use of business registries designed to create opportunities for disadvantaged and small businesses.
 - f. Engaging in outreach and referrals with the state one-stop system of the workforce Innovation and Opportunity Act.
- E. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- F. The contractor must meet the requirements of 24 CFR part 75.19, regardless of whether Section 3 language is included in agreements, program regulatory agreements, or contracts. these requirements include:

Federal Section 3
Form 5-Section 3 Clause
(Continued)

a. Employment and Training

- i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, contractors covered by this subpart will ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 Workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
- ii. Where feasible, priority for opportunities and training should be given to:
 1. Section 3 Workers residing within the service area or the neighborhood of the project; and
 2. YouthBuild participants.

b. Contracting

- i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 Workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
- ii. Where feasible, priority for contracting opportunities should be given to:
 1. Section 3 business concerns that provide economic opportunities to Section 3 Workers residing within the service area or the neighborhood of the project; and
 2. YouthBuild programs.

- G. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- H. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- I. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- J. Contractor will retain all documentation, Contracts, and records for a minimum of five years.

Department of Housing & Community Development
- CDBG Program

Labor Compliance Manual & Contract Language

ADAMS ASHBY GROUP

1000 Lincoln Rd H-212
Yuba City, CA 95991

(916) 449-3944 p

(916) 449-3934 f

Labor Compliance documents and Certified Payrolls remitted to:

BBray@adamsashbygroup.com -Brenda



CONTRACT ACKNOWLEDGEMENT

The provisions included in this section are by this reference attached to the bid document, contract, and all sub-contracts associated to this project. The signature provided below acknowledges the references as stated, states understanding, and ensures compliance. This page and all required forms shall be provided to the compliance officer with original blue ink, wet signatures/valid digital signatures(valid digital signatures will have a time/date stamp) prior to construction commencing (This is required for both the General Contractor and all lower tier Sub-Contractors).

Attached	Form	Who	Page
	Contract acknowledgement	All Contracts	2 (This Page)
	Certification Regarding Debarment	All Contracts when <u>project</u> totals \$100,000 or More	27
	Disadvantaged Business Forms	All Contracts	28-29
	Race and Ethnic Data Reporting Form	All Contracts	30
	Drug Free Workplace Certification	All Contracts	31
	Anti-Lobbying Certification	All Contracts	32
	Certification of Understanding and Authorization	All Contracts (To be completed by each person who processes Certified Payrolls.)	33
	Labor Standards and Prevailing Wage Requirements	All Contracts	34-35
	Wage Determination Chart	All Contracts	36
	Copies of Contracts/Purchase Order/Invoice/Quote with all Sub-Contractors w/DBE/LCM/Sec.3 requirements	All Contracts	Please Provide
	Provide Unique Entity ID (UEI) from SAM.GOV	All Contracts	Printed Copy
	Verification of <u>active</u> SAM.GOV Registration	PRIME Contractor ONLY	Printed Copy

At the time of progress payment by the general contractor to the Agency, the following documents shall be submitted by the general contractor to Adams Ashby Group, Inc. for all work performed:

	Fringe Benefit Statement	All Contracts	37
	DAS 140 (Evidence of submittal for EACH appreciable class, to EVERY applicable agency)	All Contracts with apprenticable Classifications	38
	DAS 142 Or Verification of Union Status	All Contracts with apprenticable Classifications	39
	WHD 347 Certified Payroll, Statement of Compliance, and Non-Performance forms Copies eCPR Submissions must be provided	All Contracts	40-42
	Evidence of Training fees paid	All Contracts with apprenticable Classifications	Copy of Invoice & Check or Agency Letter
	Buy America Preference Certification	All Contracts	43

By signing below you acknowledge you have read and understand the provisions included in this document and if applicable the Section 3 appendix made part of this document by this reference, and will ensure the provisions are included in all contracts and sub-contracts connected to the project, and shall comply as outlined.

Signature: _____	Date: _____
UEI: _____	EIN: _____
Name/Address: _____	City/State/Zip: _____
Phone: _____	Email: _____
DIR No. _____	CSLB No: _____

PROVISIONS / REQUIREMENTS

- I. Perform the work in accordance with all applicable federal, state, and local housing and building codes, such as environmental, building, planning, zoning, health and safety, relocation, labor, fair employment, and historic preservation.
- II. The provisions included in this document will be made part of each sub-contract associated with this contract including first, second, third etc. tier sub-contractors. A copy of each contract shall be provided showing this as being added to their contract and the contract is in full force. Failure to provide shall result in withholding of payment until compliance is obtained. Each sub-contractor is required to comply with all provisions herein. Failure to comply will result in non-compliance and the General will be held accountable for the actions of the sub-contractor.
- III. Compliance with all requirements of Davis Bacon and Prevailing Wage rules and regulations outlined in the provisions included in this document and state and federal regulations is required to be in compliance with the contract. If the project meets the required exemptions in accordance with California Code, Labor Code - LAB§1720 Section C(5)(E) State Prevailing Wage requirements and related contractual obligations will not be applicable. Failure to provide the required items as outlined herein or requested to support the compliance of such provisions will be determined as non-compliance and payment may be withheld until compliance is attained.
Resources: <https://www.hud.gov/sites/documents/4812-LRGUIDE.PDF>
<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fedprojc.pdf>
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=LAB§ionNum=1720.
- IV. **Certification, Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions**
No contract shall be made to parties on the List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with 2 CFR 200.213 and E. O.'s 12549 and 12689, "Debarment and Suspension." (Required by the regulations implementing Executive Order 12549 and Executive Order 12689), Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of May 26, 1988 Federal Register (p. 19160 –19211).
Complete the form included on page 27. Prior to allowing any sub-contractor to begin work on the job, Contractor must obtain written approval from the Agency. Contractor will submit name, license number, Department of Industrial Relations registration number, UEI number, active SAM.GOV registration, place of business, and service provided. Contractor will submit copies of all sub-contracts, incorporating these contract documents by reference, within 10 days of execution. Contractor will also supply labor standards certifications and insurance certifications for all sub-contractors with sub-contracts.
- V. **Conflict of interest** Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, sub-contract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter.

VI. **Bonding and Insurance Requirements** The minimum requirements for contracts exceeding \$150,000 for construction shall be as follows:

- (A) A Bid Bond or certified check shall be filed with each bid equivalent for 5% of the bid price as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the specified time.
- (B) A Performance Bond for 100% of the contract price to assure fulfillment of the contractor's obligations under the contract.
- (C) A Payment Bond for 100% of the contract price to assure payment of all persons supplying labor and/or materials in the execution of the work provided for in the contract.

The Bid Bond must be submitted with the bid and the Performance Bond and Payment Bond must be provided to the owner before construction begins on the project.

VII. **Access of Records and Retention of Records**

This section is applicable to all Contracts and Sub-contracts.

(A) **Access to records.** The City/County, sub grantee, Federal grantor agency, The State of California, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, Office of the Inspector General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor or Sub-contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts, and transcriptions from such records including, but not limited to, Contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract. Such access shall be granted at any time during normal business hours and as often as deemed necessary.

(B) **Documentation of costs.** All cost shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, purchase orders, or other accounting documents. All documents pertaining in whole, or part of this contract shall be clearly identified and readily available.

(C) **Record Retention.** All required records must be maintained by the contractor for a period of five years after the grantee makes final payments and to all other pending matters are closed.

VIII. **Equal Opportunity Provisions**

This section is applicable to all Contracts and Sub-contracts.

(A) **Minority Business Enterprise** (Executive Orders 11625 "Prescribing Additional Arrangements for Developing and Coordination a National Program for Minority Business Enterprise," dated October 13, 1971 and 12432 "Minority Business Enterprise Development," dated July 14, 1983) and **Women's Business Enterprise** (Executive Order 12138 "Creating a National Women's Business Enterprise Policy and Prescribing Arrangements for Developing Coordinating and Implementing a National Program for Women's Business Enterprise," dated May 18, 1979).

Affirmative steps must be taken by all contractors to assure small, minority and women owned businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Include any such qualified firms on solicitations lists;
2. Assure that such firms are solicited whenever they are potential sources;
3. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit such firms maximum opportunities for participation through sub-contracting;
4. Where possible, establish delivery schedules which will encourage such participation; and
5. Keep records of all efforts and results.

(B) Civil Rights, HCD, and Age Discrimination Act Assurances

This section is applicable to all Contracts and Sub-contracts

During the performance of this Contract the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964 (42USC 2000d), Title I of the Housing and Community Development Act of 1974, as amended (42USC 6101-07), and the Age Discrimination Act of 1975, as amended (42USC 6101-07) which prohibits discrimination on the basis of age and all implanting regulations.

(C) State Nondiscrimination Clause

This section is applicable to all Contracts and Sub-contracts.

1. During the performance of this Agreement, Contractor and its sub-contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and sub-contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and sub-contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its sub-contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
2. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all Sub-contracts to perform work under the Contract.

(D) Equal Employment Opportunity Clause

This section is applicable to all Contracts and Sub-contracts of \$10,000 or more Section 202 Equal Employment Opportunity Clause (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11355 dated 10/13/67 and Executive Order 120869 dated 10/5/78, and as supplemented in Department of Labor Regulations (41CFR, Part 60 1.34(b))

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will 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, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, 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.
3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by ruled, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any sub-contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.
9. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
10. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(E) Notice of Requirements for Affirmative Action to Ensure Equal

Employment Opportunity: Executive Order 11246:

This section is applicable to all Contracts and Sub-contracts of \$10,000 or more;

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and women participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered areas are as follows:

TIMETABLES	GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR WOMEN PARTICIPATION IN EACH TRADE
April 1, 1981 Until further notice	14.3%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and women employment and training must be substantially uniform through the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or women employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, within 10 working days of award of any construction or sub-contract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the contractor or sub-contractor; estimated starting and completion dates of the contract; and the geographical area in which the contract is to be performed.

4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" map is shown on page 30 of the Section 3 Manual.

5. OFCCP Contact information:
U.S. Department of Labor for OFCCP 90 7th
Street
Suite # 18-300
San Francisco, CA 94103
(415) 625-7800
(415) 625-7799 (Fax)
(877) 889-5627 (TTY-National Office)

(F) Standard Federal Equal Employment Opportunity Construction Contract

Specifications: Executive Order 11246 (41 CFR Part 60-1):

This section is applicable to all Contracts and Sub-contracts of \$10,000 or more;

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian subcontinent or the Pacific Islands).
 - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any sub-contractor at any tier, sub-contracts a portion of the work involving any construction trade, it shall physically include in each sub-contract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually

or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or sub-contractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or sub-contractors toward a goal in an approved plan does not excuse any covered contractor's or sub-contractor's failure to take good faith efforts to achieve the plan's goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7.a. through 7.p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more

women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7.b. above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the

initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and sub-contractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.
- l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for sub-contracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7.a. through 7.p.). The efforts of a contractor association, joint contractor-union, contractor- community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a. through 7.p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is under- utilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The contractor shall not enter into any sub-contract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing sub-contracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area resident (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

IX. Clean Air Act, Federal Water Pollution Control Act, and E.O. 11738

This section is applicable to all Contracts and Sub-contracts of \$150,000 or more.

- a. The undersigned agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et. seq., and the Federal Water Pollution Control Act as amended, 33 U.S.C. 1251 et. seq. Violations shall be reported to the appropriate Regional Office of the Environmental Protection Agency.
- b. The undersigned shall include the language of this certification in all contracts and sub-contracts in excess of \$150,000.

X. Procurement of Recovered Materials

This section is applicable to all Contracts and Sub-contracts of \$150,000 or more.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule
 - Meeting contract performance requirements; or
 - At a reasonable price
- b. Information about this requirement, along with the list of EPA designated items, is Available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

XI. Certification of Understanding and Authorization

This section is applicable to all Contracts and Sub-contracts Complete and return form provided on page 33 hereto attached and incorporated into this contract and sub-contracts.

This is to certify that the principals, and the authorized payroll officer, below, have read and understand the Minutes of the Pre-Construction Conference, the applicable State and/or Federal Labor Standards clauses pertaining to the subject project and the U.S. Department of Labor and/or State Department of Industrial Relations' wage determinations and select the following for the presented project.

XII. Anti-Lobbying Certification

This section is applicable to all Contracts and Sub-contracts. Form on Page 32

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 24 CFR Part 87 and Section 1352, U.S. Code. Any person who makes an expenditure prohibited by this part shall be subject to a civil penalty of not less than \$20,489 and not more than \$204,892 for each such expenditure. Any person who fails to file or amend the disclosure form (see appendix B of this part) to be filed or amended if required by this part, shall be subject to a civil penalty of not less than \$20,489 and not more than \$204,892 for each such failure.

Contractor certifies, to the best of his or her knowledge or belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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

- B. If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The language of this certification shall be included in all award documents for all sub-awards at all tiers (including Sub-contracts, sub-grants, and Contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

XIII. Child Support Compliance Act

This section is applicable to all Contracts and Sub-contracts of \$100,000 or more. Contractor acknowledges and agrees to the following:

The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and the

Contractor, to the best of his/her knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department

XIV. **Workers' Compensation, Unemployment, Disability and Liability Insurance**

This section is applicable to all Contracts and Sub-contracts

The Contractor shall have and maintain in full force and effect during the term of this agreement such forms of insurance, at such levels, as may be determined by the City/County and the State to be necessary for specific components of the grant activity, including, but not limited to, worker's compensation insurance, unemployment insurance, disability insurance and liability insurance.

XV. **Reporting**

This section is applicable to all Contracts and Sub-contracts

Contractor and sub-contractors shall provide regular reports to Adams Ashby Group compliance officer. Reports to be submitted to granting agency shall be provided to compliance officer in a reasonable time to allow for review and corrections prior to submittal to the granting agency.

Within 5 days of Notice of Award, Contractor and all Sub-contractors, including lower tier sub-contractors, will supply:

- Certificate of Understanding and Authorization (Pg. 33)
- Contractors Certification Regarding State Labor Standards (Pg. 34-35)
- Fringe Benefit Statement (Pg. 37)
- Anti-lobbying Statement (Pg. 32)
- Wage Determination Chart (Pg. 36)
Detailed Classification Identification to be completed for all covered classifications anticipated for the project. When applicable, a comparison between Federal and State wages will be required to ensure the highest rate is paid for the project.
- Insurance certificates-liability, auto and workers comp with contractor or City as additional insured
- Signed Sub-Contract agreement/Quote/Purchase order
- Drug-free Workplace Certification (Pg. 31)

XVI. **Certified Payrolls**

- a. Contractor will submit a Certified Payroll Report and Federal Statement of Compliance with **original blue ink, wet signature or valid digital signature** (valid digital signatures will have a time/date stamp) within seven days of the end of payroll period. This includes if applicable, the required E-CPR filed with the State of California DIR electronic payroll submittal process (PWC-100).
- b. Contractor will supply all back up documentation for all deductions including "other"
- c. When the project is subject to State and Federal Davis Bacon requirements. When there is a difference between the State and federal prevailing wage rate, the contractor **must** pay the higher rate.
- d. Labor Compliance Reports (LCR) will be issued monthly, and a response will be required within 7 days of report issuance.

Contractors and Sub-contractors understand and agree to supply upon request any additional information that may be needed for better understanding and/or required in order to comply with state and federal statutory and regulatory requirements.

XVI. **Drug-Free Workplace.** Contractor certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. See Form provided on Pg. 31

XVII. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

This section is applicable to all Contracts and Sub-contracts

City/County is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. City/County is the owner of any invention or discovery that is produced during the time of this contract and related to the project. At any time during the term of this Agreement, at the request of City/County, Contractor and/or sub-contractor shall deliver to City/County all inventions, findings, writings, records, and information created or maintained pursuant to this Agreement. The term "writings" includes, but is not limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, electronic files or combinations thereof.

XVIII. Awarding agency requirements and regulations pertaining to copyrights and rights in data.

This section is applicable to all Contracts and Sub-contracts

(a) *Definitions.* As used in this clause—

“Data” means:

Recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Unlimited rights” means:

The rights of the City/County to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The City/County shall have—

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause. (iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) The Contractor shall not assert or authorize others to assert any claim to copyright

subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of [17 U.S.C. 401 or 402](#) and acknowledgment of City/County sponsorship (including contract number) to the data when delivered to the City/County, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the City/County, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the County.

(ii) If the City/County desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor shall

not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of [17 U.S.C. 401 or 402](#), unless the Contractor identifies such data and grants to the City/County, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the City/County and its officers, agents, and employees acting for the City/County against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the City/County and incorporated in data to which this clause applies.

XIX. Energy Efficiency.

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the California energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

The contractor is encouraged to implement green infrastructure policies to the extent practicable and is encouraged, where appropriate, to utilize construction methods that emphasize high quality, durability, energy efficiency, a healthy indoor environment, sustainability, and water or mold resistance, including how it will support adoption and enforcement of modern building codes and reduction of hazard risk, including possible sea level rise, storm surge, and flooding. All rehabilitation, reconstruction, and new construction should be designed to incorporate principles of sustainability, including water and energy efficiency, resilience, and mitigating the impact of future disasters. Whenever feasible, the contractor should follow best practices such as those provided by the U.S. Department of Energy Home Energy Professionals: Professional Certifications and Standard Work Specifications.

XXI. **Federal Labor Provisions (HUD 4010)** *This section is applicable to all Contracts and Sub-contracts* Federal Wage Determination assigned to this project: **CA20260007 MOD 3** attached hereto by reference.

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll record accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1 321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the other workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met

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

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

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

(4) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(5) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(6) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any sub-contractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further

payment advance or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or sub-contractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis- Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I (b)(2)(B) of the Davis-Bacon Act the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-WO14-1), U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all sub-contractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.) (WH-347 is included on pages 40).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance(WH-348 is included on pages 41)," signed by the contractor or sub-contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract

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

(d) The falsification of any of the above certifications may subject the contractor or sub-contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 2310f of Title 31 of the United States Code.

(iii) The contractor or sub-contractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or sub-contractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The Ratio of trainees to journeymen

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

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

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

6. Sub-contracts. The contractor or sub-contractor will insert in any sub-contracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the sub-contractors to include these clauses in any lower tier sub-contracts. The prime contractor shall be responsible for the compliance by any sub-contractor or lower tier sub-contractor with all the contract clauses in 29 CFR Part 5.5.

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

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

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

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be sub-contracted to any person or firm ineligible for award of a

Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of influencing in any way the action of such Administration makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any sub-contractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in sub-paragraph (1) of this paragraph, in the sum of \$1 0 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph

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

(4) **Sub-contracts.** The contractor or sub-contractor shall insert in any sub-contracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the sub-contractors to include these clauses in any lower tier sub-contracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91 -54, 83 Stat 96).

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

D. Company Sponsored Benefit Plans

Company sponsored benefit plans must be approved in writing by the Department of Labor. Documentation of such approval will be submitted within ten days of contract execution. Any deduction related to unapproved plans will require signed authorization from the employee to accompany the first payroll where the deduction is listed.

XXII. STATE LABOR STANDARDS PROVISIONS

This section is applicable to all Contracts and Sub-contracts unless the project meets the exemption provided in Section III.

State prevailing wage rates shall apply when the State wage rate is higher than the Federal wage rate. All contractors and sub-contractors are subject to the application of Section 1720 et seq. of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages. This project is also subject to the following California Labor Codes, 1771 et seq., 1774, 1775, 1776, 1777, 1778, 1779, 1810-1815 et seq., and 1861 et seq. All contractors and sub-contractors are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code. All contractors and sub-contractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or sub-contractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime. Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than 1-1/2 times the basic rate of pay. All primary contractors and sub-contractors who are listed on a bid proposal for a public works project must be registered with the Department of Industrial Relations. This is in accordance with Labor Code section 1771.1(a). No primary contractor or sub-contractor can be awarded a public works contract unless registered with the Department of Industrial Relations (Labor Code section 1725.5). Link for registration and additional information is provided below: <http://www.dir.ca.gov/Public-Works/Contractors.html>

XXIII. Contractor's/Sub-Contractor's Concerning Labor Standards and Prevailing Wage Requirements

This section is applicable to all Contracts and Sub-contracts unless the project meets the exemption provided in Section III.

Complete a wage comparison chart using both State and Federal wage rates and return within 10 days of

award for approval. It is the responsibility of the contractor to compare both Federal and State wages to determine and pay the higher of the two.

NO HELPER CLASSIFICATIONS ARE ALLOWED ON THIS PROJECT.

XXIV.

Other Provisions

Owner Operators: All owner operators must either be added to the General Contractors payroll and processed as an employee of the General -OR- owner operator must submit certified payrolls to the General for review. The General Contractor shall review for accuracy then sign the Statement of Compliance.

Trucking Brokers: Trucking brokers will not be allowed on the project. If the operator is an employee of the brokers agency and the agency is a licensed contractor, then the Broker Agency would be the sub-contractor and provide all of the required documents as outlined herein and perform as a sub-contractor.

Architectural Barriers Act and the Americans with Disabilities Act

§ 570.487 Other applicable laws and related program requirements.

Lead-Based Paint Poisoning Prevention Act. (EXISTING HOUSING ONLY) States shall devise, adopt and carry out procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

If applicable, Contractor shall comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations in 24 CFR part 75. Section 3 requires that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons. (SEE APPENDIX PROVIDED AND IS HERETO ATTACHED BY THIS REFERENCE)

Architectural Barriers Act and the Americans with Disabilities Act. (ALL CONSTRUCTION CONTRACTS) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally-funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this subpart after November 21, 1996 and that meets the definition of residential structure as defined in 24 CFR 40.2, or the definition of building as defined in 41 CFR 101-19.602(a), is subject to the requirements of the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards. For general type buildings, these standards are in appendix A to 41 CFR part 101-19.6. For residential structures, these standards are available from the Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Disability Rights Division, Room 5240, 451 Seventh Street, SW, Washington, DC 20410; telephone (202) 708-2333 (voice) or (202) 708-1734 (TTY) (these are not toll-free numbers).

[57 FR 53397, Nov. 9, 1992, as amended at 59 FR 33894, June 30, 1994; 60 FR 1916, Jan. 5, 1995; 61 FR 54922, Oct. 22, 1996; 64 FR 50225, Sept. 15, 1999; 80 FR 42367, July 16, 2015]

Build America, Buy America Act. (ALL CONSTRUCTION CONTRACTS)

This project must comply with the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver if applicable, this requirement must be met for the proposed project.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,

INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING THIS CERTIFICATION, READ INSTRUCTIONS BELOW)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Grant/Project Number: _____ **Name of Participant/Contractor:** _____

Participant Address: _____

Name/Title of Authorized Representative: _____ **Signature** _____ **Date** _____

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the non-procurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

BUSINESS ENTERPRISE INFORMATION FORM

This form is required for <u>ALL</u> projects		
OWNER NAME:	OWNER PROJECT NUMBER:	
PROJECT DESCRIPTION:	PROJECT LOCATION:	
PRIME CONTRACTOR INFORMATION		
NAME/ADDRESS Name of firm: Contact Person: Address: City/State/Zip: Phone: Email:	TYPE OF CONTRACT <input type="checkbox"/> ARCHITECT <input type="checkbox"/> ENGINEER <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> SUPPLIER <input type="checkbox"/> SERVICE	SUBCONTRACTOR UTILIZATION This project <u>WILL NOT</u> utilize subcontractors. This project <u>MAY</u> utilize the following subcontractors
<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE SEC. 3 <input type="checkbox"/> OTHER/NA	AMOUNT OF CONTRACT/BID:	
SUBCONTRACTOR INFORMATION		
<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE SEC. 3 <input type="checkbox"/> OTHER/NA	NAME/ADDRESS	
<input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier/Service <input type="checkbox"/> Joint Venture <input type="checkbox"/> Broker	Name of Firm: Contact Person: Address: City, Zip: EIN/Phone: Email:	
TYPE OF CONTRACT/ TRADE:		
CONTRACT AMOUNT:		
<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE SEC. 3 <input type="checkbox"/> OTHER/NA	NAME/ADDRESS	
<input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier/Service <input type="checkbox"/> Joint Venture <input type="checkbox"/> Broker	Name of Firm: Contact Person: Address: City, Zip: EIN/Phone: Email:	
TYPE OF CONTRACT/ TRADE:		
CONTRACT AMOUNT:		
<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE SEC. 3 <input type="checkbox"/> OTHER/NA	NAME/ADDRESS	
<input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier/Service <input type="checkbox"/> Joint Venture <input type="checkbox"/> Broker	Name of firm: Contact Person: Address: City, Zip: EIN/Phone: Email:	
TYPE OF CONTRACT/ TRADE:		
CONTRACT AMOUNT:		
GOALS FOR MBE & WBE PARTICIPATION		
	% MBE	% WBE
Construction	14.3%	6.9%
Equipment	14.3%	6.9%
Services	14.3%	6.9%
Supplies	14.3%	6.9%
FORM COMPLETED BY		
Name:	Title:	Phone:
Signature	Date:	Email:

**CONTRACTOR'S/SUB-CONTRACTOR'S RACE AND
ETHNIC DATA REPORTING FORM**

Provide a copy of this form for the primary owner of the company. Instruction provided below.

Ethnic Categories*		Select One
Hispanic or Latino		
Not-Hispanic or Latino		
Racial Categories*		Select All that Apply
American Indian or Alaska Native		
Asian		
Black or African American		
Native Hawaiian or Other Pacific Islander		
White		
Other		
Name:	Signature	Date

INSTRUCTIONS:

A. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

1. Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

2. Not hispanic or Latino. A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

B. The five racial categories to choose from are defined below: You should check as many as apply to you.

1. American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

2. Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, The Philippine Islands, Thailand, and Vietnam

3. Black or African American. A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American".

4. Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

5. White. A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Certification for a Drug-Free Workplace

U.S. Department of Housing and
Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above-named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above-named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's work- place and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d. (2) from an em- ployee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, includ- ing position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d. (2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program ap- proved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUDfunding of the program /activity shown above: Place of Performance shall include the street address, city, county, State , and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information on provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

Anti-Lobbying Certification

The undersigned official of _____ (contractor) certifies, to the best of his or her knowledge and belief that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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;
- 2) If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3) It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Authorized Official

Date

CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

PROJECT NAME:

Contractor Name:	Contractor Address:
License No:	

All contractors and sub-contractors shall forward this certification to the Local Contracting Agency prior to beginning work on the job site.

This is to certify that the principals, and the authorized payroll officer, below, have read and understand the Minutes of the Pre-construction Conference, the applicable State and/or Federal labor standards clauses pertaining to the subject project and the U.S. Dept. of Labor and/or State Dept. of Industrial Relations' wage determinations and select the following for the presented project(s):

(List Craft and Classifications here – use separate sheet if necessary)

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany our weekly certified payroll reports for this project:

Payroll Officer Name:	Signature
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Authority provided by Owner:

Name:	Signature	Date
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**LABOR STANDARDS AND PREVAILING WAGE
REQUIREMENTS**

CONTRACTOR:	DATE:
	PROJECT NUMBER (IF ANY):
CONTRACTOR LIC. NO.	PROJECT NAME:

1. The undersigned, having executed a contract with:

For the construction of the above identified project, acknowledges that:

- A. The labor standards provisions are included in the aforesaid contract;
- B. Correction of any infractions of the aforesaid conditions, including infractions by any of his/her sub-contractors and any lower tier sub-contracts, is his/her responsibility.
- C. He/she is aware of the provisions of Section 1774 of the California Labor Code which requires that the State prevailing wage be paid to workmen employed in connection with the contract unless the project meets the exemption provided in Section III (pg. 3) of the Labor Compliance Manual and Contract Language. He/she is aware that if Federal funds are used to finance any part of the construction of the above-identified project, that the Davis-Bacon Act applies. He/she understands that the requirements for payment of prevailing wages apply to the work he/she will perform for this project and agree to comply with such requirements. He/she further realizes that the State and/or Federal Labor Standards, as well as any applicable CRA Policy on Payment of Prevailing wages, provide for various penalties for violation of prevailing wage laws including penalties of \$25.00 each calendar day or portion thereof each worker affected.

2. He/she certifies that:

- A. Neither he/she nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Controller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, part 5 (29 CFR, Part 5 or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276 a-2 (a)).
- B. No part of the aforementioned contract has been or will be sub-contracted to any sub-contractor if such sub-contractor or any firm, corporation, partnership or association in which such contractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

C. He/she agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any sub-contract, including those executed by his sub-contractors and any lower tier sub-contractors, a Sub-contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the sub-contractors.

3. He/she certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A single proprietorship

(3) A corporation in the State of:

(2) A partnership

(4) Other organization
(Described)

(c) The name, title, and address of the owner, partners or officers of the undersigned are:

Name	Title	Address

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

Name	Address	Nature of Interest

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

Name	Address	Trade Classification

Date:

(Contractor)

By: _____

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/das/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One of The Boxes Below

1. We are already approved to train apprentices by the _____
Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee

2. We will comply with the standards of _____
Apprenticeship Committee for the duration of this job only. Enter name of the Committee

3. We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature _____ Date _____

Typed Name _____

Title _____

**State of California - Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS**



REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: <http://www.dir.ca.gov/databases/das/pwaddrstart.asp> for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyworkers work, you must request and employ apprentices in no less than 8 hour increments.**

List one occupation/craft per form

Date: _____

Contractor Requesting Dispatch:

To Applicable Apprenticeship Committee:

Name: _____

Name: _____

Address: _____

Address: _____

License No. _____

Tel. No. _____ Fax No. _____

PWC Registration Number: _____

Tel. No. _____ Fax No. _____

Project Information: PWC Project Number _____ Contract Number _____

Total Contract Amount. _____ Sub-Contract Amount _____

Name of the Project: _____

Address: _____

Dispatch Request Information:

Number of Apprentice(s) Needed: _____ Craft or Trade: _____

Date Apprentice(s) to Report: _____ (72 hrs. notice required) Time to Report: _____

Name of Person to Report to: _____

Address to Report to: _____

You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. **Proof of submission may be required.** Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or

visit <https://www.dir.ca.gov/das/PublicWorksForms.htm>

DAS 142 (Revised 10/18)

Davis-Bacon and Related Acts Weekly Certified Payroll Form

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Unless otherwise noted, the information requested is specific to the named project below.
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. January 2025
OMB No.: 1235-0008
Expires: 01/31/2028

SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM

PRIME CONTRACTOR

SUBCONTRACTOR

PROJECT NAME				PROJECT NO. or CONTRACT NO.			CERTIFIED PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME													
PROJECT LOCATION				WAGE DETERMINATION NO.			WEEK ENDING DATE		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS													
(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)				(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)			(9)		
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERED APPRENTICE	LABOR CLASSIFICATION	ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES				TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR ALL WORK	DEDUCTIONS FOR ALL WORK			NET PAY TO WORKER FOR ALL WORK	
								HOURS WORKED EACH DAY										TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)		TOTAL DEDUCTIONS
							ST															
							OT															
							ST															
							OT															
							ST															
							OT															
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210 (over)

PROJECT NAME	PROJECT NO. or CONTRACT NO.	PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION	WEEK ENDING DATE	CERTIFYING OFFICIAL'S NAME AND TITLE	

I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:

- The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.
- All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.
- The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.
- Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

APPRENTICESHIP PROGRAM NAME	REGISTERED	NAME OF LABOR CLASSIFICATION
	<input type="checkbox"/> OA <input type="checkbox"/> SAA	
	<input type="checkbox"/> OA <input type="checkbox"/> SAA	
	<input type="checkbox"/> OA <input type="checkbox"/> SAA	

- Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

HOURLY CREDIT FOR FRINGE BENEFITS

If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

NAME OF WORKER	FB NAME	TOTAL HOURLY CREDIT	
	FB TYPE		
	PLAN NO.		
	<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		
	Hourly Credit \$	\$	
	Hourly Credit \$	\$	
	Hourly Credit \$	\$	
	Hourly Credit \$	\$	
	Hourly Credit \$	\$	
	Hourly Credit \$	\$	
	Hourly Credit \$	\$	

- All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

ADDITIONAL REMARKS

SIGNATURE OF CERTIFYING OFFICIAL	DATE	TELEPHONE NUMBER	EMAIL ADDRESS
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

STATEMENT OF NON-PERFORMANCE

Payroll No.: _____

Date: _____

I do hereby state that no persons employed by _____
(Contractor Name)

performed work on the construction project known as _____
(Project Name)

during the payroll period commencing on the _____ day of _____, 20_____

and ending on the _____ day of _____, 20_____.

Printed Name _____ Title _____

Signature of authorized person _____

Final Payroll: Yes No

This statement is not required to be submitted until after submission of the initial payroll report. It must then be submitted by the contractor for each week, in place of a certified payroll, where no work is performed until the final certified payroll is submitted.

Build America, Buy America Act: Buy America Preference (BAP) Certification



Project Information

Contractor	
Project Number	
Project Name	

This “Buy America Preference Certification” is used to certify that, as required by the Build America, Buy America (BABA) Act, all of the iron, steel, manufactured products, and construction materials incorporated into an infrastructure project are produced in the United States, unless exempted by a HUD general waiver or a project-/product-specific waiver approved by the Made in America Office (MIAO) at the Office of Management and Budget (OMB).

For covered materials not otherwise exempted from the Buy America Preference (BAP), the undersigned certifies the following:

- All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product;
- All construction materials used in the project are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Attach a list of all covered materials procured by the signatory and used in the project.

I hereby certify this information is complete and accurate and agree to provide documentation collected on the country of origin for all covered materials I caused to be incorporated into or affixed to an infrastructure project to the CPD grantee and HUD upon request. I understand and agree that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature	Title/Organization	Date

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Department of Housing & Community Development
- CDBG Program

Section 3 Manual Requirements & Forms

ADAMS ASHBY GROUP

1000 Lincoln Rd H-212
Yuba City, CA 95991

(916) 449-3944 p

(916) 449-3934 f

Section 3 documents remitted to:

BBray@adamsashbygroup.com -Brenda



SECTION 3 ACKNOWLEDGEMENT

The provisions included in this section are by this reference attached to the bid document, contract, and all sub-contracts associated to this contract. The signature provided below acknowledges the references as stated, states understanding, and ensures compliance to the greatest extent feasible. This page and all required forms shall be provided to the compliance officer with original blue ink, wet signatures/valid digital signatures (valid digital signatures will have a time/date stamp) prior to construction commencing (This is required for General Contractor and ALL Sub-Contractors).

Attached	Form	Who	Page
	Section 3 Acknowledgement	All Contracts	2
	Intent to Comply	All Contracts	17
	Estimated Project Work Force Breakdown	Section 3 Triggered	18
	Form 2 - List of Permanent Employees	All Contracts	19
	Worker/Targeted Worker/Employer Certification	All Contracts	20
Tool for contractors to qualify workers	Qualification Document Checklist		21
	Business Concern Certification	Section 3 Triggered	22
	Form 3 - Qualitative Efforts	Section 3 Triggered	23-24
Incorporate into all contracts	Form 4 -Section 3 Clause	Section 3 Triggered	25-26
	Form 5 -Quarterly Compliance Report	Section 3 Triggered	29

At the time of progress payment by the general contractor to the Agency, the following documents shall be submitted by the general contractor to Adams Ashby Group, Inc. for all work performed:

	Labor Hours Tracking Form	All Contracts	27-28
--	---------------------------	---------------	-------

By signing below you acknowledge you have read and understand the provisions included in this document, will ensure the provisions are included in all contracts and sub-contracts connected to the project, and shall comply as outlined.

Signature: _____

Printed Name: _____

Company: _____

Date: _____

What is Section 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very low-income residents in connection with projects and activities in their neighborhoods.

HUD funding through its HOME Investment Partnership Assistance (HOME), Community Development Block Grant (CDBG), Housing Opportunities for Persons with AIDS (HOPWA), Emergency Shelter Grants (ESG), and Neighborhood Stimulus Program (NSP) programs. Allocation of the above funds trigger Section 3 requirements whenever the project creates the needs for new employment, contracting, or training opportunities.

Section 3 projects or activities involve housing construction, rehabilitation (including reduction and abatement of lead-based paint hazards), demolition, or other public construction. Section 3 is triggered when housing and community development financial assistance through HUD programs exceeds \$200,000. When financial assistance through the Lead Hazard Control and Healthy Homes program exceeds a threshold of \$100,000, Section 3 is triggered for that project.

Economic Opportunities Available Under Section 3

Under Section 3, job training, employment, and contracts may be available. Any employment resulting from these expenditures, including administration, management, clerical support, and construction, is subject to compliance with Section 3. Some example opportunities include:

Accounting	Electrical	Marketing Painting
Architecture	Elevator Construction	Payroll Plastering
Appliance Repair Bookkeeping	Engineering Fencing	Plumbing Printing/
Bricklaying Carpentry Carpet	Florists	Purchasing Research
Installation Catering Cement/	Heating	Surveying Tile setting
Masonry Computer/	Iron Works Janitorial	Transportation Word
Information Demolition	Landscaping Machine	Processing
Drywall	Operation	
	Manufacturing	

Definitions:

Contractor – any entity entering a contract with:

- A recipient to perform work in connection with the expenditure of federal financial assistance or for work in connection with a Section 3 project or
- A subrecipient for work in connection with a Section 3 project.

Construction – the creation of a new or replacement facility, the substantial rehabilitation of an existing facility, or the limited rehabilitation of an existing facility. This includes construction and/or rehabilitation of water and wastewater systems. The cost of acquiring new or replacement equipment may be included in the cost of construction.

Labor Hours – the number of paid hours worked by persons on a Section 3 project.

Low-income person – low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent of the area median individual income. HUD limits may be obtained from: <https://www.huduser.gov/portal/datasets/il.html>.

Materials supply contract – a contract entered into solely for the purchase of products or material.

Professional services – non-construction services that require an advanced degree or professional licensing, including but not limited to engineering services, architectural services, legal services, financial consulting, accounting services, and environmental assessment.

Recipient – any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 Business Concern – A business or non-profit business that meets at least one of the following criteria, documented within the last 6-month period:

- At least 51% owned and controlled by low- or very low-income persons;
- Over 75% of the labor hours performed for the business over the prior 3-month period are performed by Section 3 workers; or
- A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Section 3 Project – any housing rehabilitation, housing construction, and other public construction project assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, the Lead-Based Paint Poisoning Prevention Act, and the Residential Lead-Based Paint Hazard Reduction Act of 1992.

Section 3 Worker – any worker who currently fits, or when hired within the last 5 years fit, at least one of the following categories, as documented:

- The worker’s income for the previous or annualized calendar year is below the income limit established by HUD (the worker is either low- or very low-income)
- The worker is employed by a Section 3 Business Concern
- The worker is a YouthBuild participant

Service Area/Neighborhood of the project – an area within 1 mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Subcontractor – any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor’s obligation for the performance of work generated by the expenditure of Section 3 Covered Assistance or arising in connection with a Section 3 Covered Project.

Subrecipient – the local government or organization awarded HOME, CDBG, HOPWA, ESG or NSP funds for an activity. The subrecipient may commonly be referred to as the “grantee” or the “community” over the course of the activity.

Targeted Section 3 Worker – any worker who meets at least one of the following criteria:

- Is employed by a Section 3 Business Concern or
- Currently fits or when hired fit at least one of the following categories, as documented within the past 5 years:
 - Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5
 - A YouthBuild participant

Very Low-Income Person – very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 50 percent of the area median individual income.

HUD income limits may be obtained from:

<https://www.huduser.gov/portal/datasets/il.html>.

YouthBuild – a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school. The program was created under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226). More information can be found here:

<https://www.dol.gov/agencies/eta/youth/youthbuild>.

Section 3 Compliance

HUD's regulations for implementing Section 3 mandates can be found at 24 CFR Part 75. These administrative rules establish the requirements to be followed to ensure the objectives of Section 3 are met. Federal rules do not require grant recipients to contract or subcontract with a Section 3 business concern, nor do the rules require hiring of Section 3 workers. However, grant recipients must be able to demonstrate that, where possible, contracting, employment, and training opportunities were made available to workers and businesses meeting Section 3 designation criteria.

Applicability and Threshold

Per 24 CFR § 75.3, Section 3 applicability is determined by meeting the requirements of three criteria:

1. The project is funded in whole or in part by HUD Community Planning (CPD) funding.
2. The funding is used for one of the following types of projects:
 - Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair, and replacement)
 - Housing construction
 - Other public construction (includes, but not limited to, construction of buildings, facilities, and infrastructure such as water, wastewater system, roadways, and drainage)
3. The total amount of the assistance cost of the project exceeds \$200,000, or \$100,000 for a lead-based paint project.

If a project does not meet all three of the above criteria, Section 3 is not applicable. Additionally, Section 3 is determined at the project level, which "is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing". If a local government or organization undertakes multiple projects that include federal funding, but are unrelated, Section 3 applicability is determined for each project.

Section 3 does not apply to all project types. The following types of projects are specifically exempt from complying with Section 3 requirements:

1. Contracts for materials.
2. Contracts for professional services (engineering, architecture, and non-construction services that require an advanced degree or professional licensing).
3. Procurement of equipment not related to housing rehabilitation, housing construction, or other public facilities construction, including fire trucks, ambulances, etc.

However, recipients who undertake projects that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

Employment, Training, and Contracting Requirements

For qualifying projects that receive federal assistance, Section 3 has requirements pertaining to employment and training. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations (24 CFR §§ 75.9 & 75.19), recipients covered by this subpart shall ensure that employment and training opportunities in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or non-metropolitan county) in which the project is located.

Whenever possible, priority for opportunities and training should be given to:

To the greatest extent feasible, and consistent with Federal, state, and local laws and regulations (24 CFR §§ 75.9 & 75.19), recipients covered in this subpart shall ensure contracts for work awarded for Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or non-metropolitan county) in which the project is located.

When feasible, priority for contracting opportunities should be awarded to:

- Section 3 business concerns that provide opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- YouthBuild programs

All sub-recipients, contractors, and subcontractors must meet the above requirements, regardless of whether Section 3 language is included in recipient or sub-recipient agreements, programs regulatory agreements, or contracts.

Sub-recipients/Grantees receiving Federal funds must include language applying Section 3 in any agreement or contract for a Section 3 project.

Section 3 and Targeted Section 3 Workers

To meet the Section 3 reporting requirements, all workers at the project must be classified as one of 3 worker categories – report the most restrictive category that is appropriate for an individual worker:



All individuals performing applicable work / labor hours for the Federally funded project that do not meet one of the Section 3 designations are reported only under the “All Workers” category.

Criteria for Section 3 Worker Designation

To comply with Section 3 reporting requirements, the grant recipient must determine whether each individual performing construction or administrative work on the project meets the criteria for a Section 3 Worker. A Section 3 Worker is any worker who currently, or when hired by the current employer within the past five years, fits at least one of the following categories:

- The worker's individual income for the previous or annualized calendar year is below the income limit published annually by HUD.
NOTE: Income of family members other than the employee are excluded from this determination.
- The worker is employed by a Section 3 business concern.
- The worker is a YouthBuild participant.

Criteria for Targeted Section 3 Worker Designation

The Targeted Section 3 Worker is a worker that is:

- Employed by a Section 3 business.
- Currently fits or when hired fit in at least one of the following categories, as documented within the last five years:
 - Low- or very low-income worker living within the service area of the project. The service area is within a one-mile radius of the Section 3 project. If fewer than 5,000 people live within that one-mile radius, the circle may be expanded outward until that population is reached.
 - A YouthBuild participant.

All Targeted Section 3 Workers are also considered Section 3 Workers. When comparing the two definitions above, the only difference between a Section 3 Worker and a Targeted Section 3 Worker lies in how close in proximity the worker resides to the Section 3 project.

The status of workers on the Section 3 project will be determined by one of the following methods:

1. Worker income certification: The use of certification forms provided to contractors and subcontractors working on the project. Each worker on the project must complete the provided certification form to be kept in the grant record for reference when tracking and aggregating labor hours worked. One form will be provided for a Section 3 Worker/ Targeted Worker Certification (pg.21-22).
2. Worker is employed by a Section 3 Business Concern: The contractor or subcontractor can provide documentation that it qualifies as a Section 3 Business Concern (pg.23). All employees of a qualifying business will be considered Section 3 Workers.
3. Worker certification of participation in a means-tested program such as public housing or Section 8-assisted housing.

4. Certification from a public housing authority (PHA), or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs.
5. Worker is a YouthBuild participant: Verifiable documentation must be provided by the worker or the employer showing the worker is participating in a YouthBuild program.
6. Employer wage records: The employer can provide certified documentation that the worker's income from that employer is below the income limit for the corresponding area median income when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis.

Section 3 Service Area

To correctly identify Targeted Section 3 Workers, you must first confirm the Section 3 Service Area (A service area map is provided on page 30). A Section 3 Service Area for a project is determined as follows:

- Identify the project site. For infrastructure projects, the project site is the area included in the Environmental Review project description. The center point of this project is the basis for the Section 3 Service Area.
- Identify a circle with a one-mile radius, with the project site central point as the origin.
- Calculate the population that resides within the one-mile circle. If it is less than 5,000 people (according to the most recent U.S. Census), then aggregate census block group geographies totaling a minimum of 5,000 persons that both:
 - Surrounds all components of the project site, AND
 - Most closely approximates a circle shape.

Criteria for Section 3 Business Designation

The Section 3 Final Rule has changed the definition of a Section 3 Business Concern to meet one of the following criteria:

- It is at least 51% owned and controlled by low- or very low-income persons;
- Over 75% of the labor hours performed for the business over the previous three-month period are performed by Section 3 Workers; or
- It is a business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Contractors or subcontractors who wish to be identified as a Section 3 Business must complete the Section 3 Business Self-Certification form and provide requested backup documentation. Documentation of Section 3 status can also be met by inclusion on any list or database published by HUD reporting Section 3 status.

Section 3 Business status will be reported once for each contract for services. Once a business is determined to be a Section 3 Business, the designation will remain in effect for the life of the contractor for services. Records supporting this status must be made available upon request to HUD, or other state and federal authorized officials.

For construction contractor certified payroll reports, HUD requires the first payroll on which each employee appears to include the employee’s name and an individually identifying number. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees.

NOTE: Section 3 Businesses may only be selected in accordance with procurement standards including price, ability, and willingness to comply with program requirements to be considered the lowest responsible bidders on contracting opportunities. Grant recipients should make every effort to ensure that Section 3 Businesses are able to effectively participate in the opportunity. Contractors and others should direct their efforts to award subcontracting opportunities generated from the expenditure of housing and community development financial assistance to Section 3 Businesses.

Establishing Section 3 Status	
A Section 3 Business Concern Status	A Section 3 Worker Status
Businesses verify their status as a Section 3 Business Concern at the time the contract is awarded. Documentation proving status must be provided within 6 months.	Workers are established as Section 3 Workers or Targeted Section 3 Workers at either the date of initial hire/contract or Employee Certification date.
Once verified, a Section 3 Business Concern maintains its Section 3 status for as long as it continues to meet the definition. (24 CFR § 75.5)	Established Section 3 Workers or Targeted Section 3 Workers may count their labor hours for five years from the date used to establish their status.*
Section 3 defers to local, state, and other federal rules and regulations. (24 CFR §§ 75.9 & 75.19)	Workers may re-establish their status as a Section 3 Worker or Targeted Section 3 Worker at the end of the five-year period.
* Do not look back prior to the effective date of the New Rule, November 30,2020.	

Determining Income Levels

Low income is defined as 80% or below the median income of that area.
Very low income is defined as 50% or below the median income of that area.

Annualized Income Formula:

Base rate of pay \$ _____ x2080= _____

Please see below the current income limits for project location:

2025 Section 3 IncomeLimit		
County of: Yuba	1 Person =	Low \$53,750 Very Low \$33,600

Benchmarks and Minimum Numerical Goals

HUD has established benchmarks for labor hours worked for both Section 3 Workers and Targeted Section 3 Workers for qualifying Section 3 projects as part of the revised Section 3 rule:

- **Section 3 Workers = 25% of total labor hours**
- **Targeted Section 3 Workers = 5% of total labor hours**

Targeted Section 3 Workers are a subset of Section 3 Workers and any labor hours counted toward the total for Targeted Section 3 Workers will also count toward the total for Section 3 Workers.

HUD considers all sub-recipients who meet or exceed both benchmarks for Section 3 Workers and Targeted Section Workers to be in compliance. If a sub-recipient is unable to meet the benchmarks, the sub-recipient must report on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such **qualitative efforts** may, for example, include but are not limited to the following:

1. Engaged in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
2. Provided technical assistance to help Section 3 Workers compete for jobs (e.g. resume assistance, coaching, etc.).
3. Provided training or apprenticeship opportunities.
4. Directed Section 3 Workers to obtain financial literacy training and/or coaching.
5. Assisted or connected Section 3 Workers with assistance in seeking employment by helping them prepare for interviews, connecting residents to job placement services, or pointed them towards job fairs.
6. Provided or referred Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
7. Engaged in outreach efforts to identify and secure bids from Section 3 Business Concerns.
8. Hosted job fairs.
9. Divided contracts into smaller jobs to facilitate participation by Section 3 Business Concerns.
10. Provided technical assistance to help Section 3 Business Concerns understand and bid on contracts.
11. Provided application assistance for attendance at a community college, a four-year educational institution, or vocational/technical training.
12. Provided bonding assistance, guarantees, or other efforts to support viable bids from Section 3 Business Concerns.
13. Contacted business assistance agencies, minority contractors' associations, and community organizations to inform them of contracting opportunities and request their assistance in identifying Section 3 Business Concerns.
14. Provided written notice to all known Section 3 Business Concerns of the contracting opportunities. The notice should be in sufficient time to allow Section 3 Business Concerns to respond to the bid invitation or request for proposal.
15. Used the services and assistance of the U.S. Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce (<http://www.mbda.gov/>)

Reporting

For Section 3 covered contracts, contractors must submit the Section 3 Labor Hours Tracking Form (pg. 28-29) on a weekly basis and the Section 3 Year-End Report should be submitted annually. The information required includes:

- The total number of labor hours worked
- The total number of labor hours worked by Section 3 Workers
- The total number of labor hours worked by Targeted Section 3 Workers
- The percentage of labor hours worked by Section 3 Workers
- The percentage of labor hours worked by Targeted Section 3 Workers
- If benchmarks are unmet, qualitative efforts and explanation of those efforts

1. PayRequest Reporting

- a. Contractors are required to submit a labor hours report (pg. 28-29) with each payroll.

2. Annual Reporting

- a. Once a year, contractors must submit a final Section 3 cumulative report for the program year.
- b. Upon completion of a project, a final review will be conducted of the project's overall performance and compliance.
- c. The Section 3 data will be submitted to HUD/HCD for the reporting period.

Responsibilities

1. Design and implement procedures to comply with the requirements of Section 3. Create forms and manuals to maintain and verify compliance. Ensure contractor and subcontractor awareness of and compliance with Section 3 benchmarks and responsibilities.
2. Verify Section 3 Workers, Targeted Section 3 Workers, and Section 3 Business Concerns (pg. 21-23).
3. Facilitate compliance among developers and contractors through pre-construction meetings.
4. Provide contractors with resources to locate certified Section 3 Workers and Section 3 Businesses.

5. Incorporate Section 3 Clause (Form5, pg. 26-27) into all contracts.
6. Review funding applications for Section 3 applicability, capacity, and appropriate planning.
7. Prior to award of construction contract, require submittal of Intent to Comply (pg. 17) and current staff list (Form 2, pg.18) from all contractors scheduled for project.
8. Check scheduled contractors and subcontractors against the federal Debarment list (www.sam.gov).
9. Collect Section 3 Compliance Reports/Labor Hours Tracking Form (pg. 28-29) from all Section 3 Covered Projects.
10. Document files for compliance efforts, including records of job vacancies, solicitation for bids or proposals, selection materials, and contracts.

Subrecipient – Developer – Contractor – Subcontractor Responsibilities

Section 3 applies to all projects that are receiving federal funding in excess of \$200,000 (or \$100,000 for lead-abatement projects). Sub-recipients, developers, contractors, or subcontractors that receive contracts with federal funding are required to comply with the Section 3 regulations. Subrecipients, developers, contractors, and subcontractors are responsible for communicating Section 3 information and regulations to everyone involved in the project.

Responsibilities of the sub-recipient/developer/contractor/subcontractor include the following:

1. Notification of Section 3 opportunity shall be advertised with one or more of the following:
 - News paper publication
 - Job training and placement agencies
 - Previously funded affordable housing sites
 - Local union halls
 - List of certified Section 3 Workers and Section 3 Businesses
 - Small business development agencies

2. Incorporate Section 3 Clause (Form 4, pg. 26-27) into all contracts.
3. Ensure subcontractors are aware of Section 3 requirements and responsibilities.
4. Certify Section 3 Workers, Targeted Section 3 Workers, and Section 3 Business Concerns (See Pages 20).
5. Attend pre-construction meetings.
6. Prior to award of construction contract, submit Intent to Comply (pg. 17) and current staff list (Form 2, pg.18) for Prime Contractor.
7. Submit Section 3 labor hours tracking with each payroll (pg 28-29).
8. Document files for compliance efforts including records of job vacancies, solicitation for bids or proposals, selection materials, and contracts. Maintain records for a minimum of five years.
9. If reporting indicates that the contractor has not met the Section 3 benchmarks described in § 75.23, the contractor must report the qualitative efforts pursued such as engaging in outreach efforts to generate Section 3 Workers, providing training or apprenticeship opportunities, engaging in outreach efforts to identify and secure bids from Section 3 business concerns, and promoting the use of business registries designed to create opportunities for disadvantaged and small businesses.

Complaints

Per §75.33, complaints alleging failure of compliance with Section 3 may report to the HUD program office responsible for the Section 3 project (<https://www.hud.gov/>), or to the local HUD field office.

Region IX HUD Local Field Office

San Francisco Regional Office
One Sansome Street, Suite 1200
San Francisco, CA 94104
415-489-6400

CA_Webmaster@hud.gov

HUD Washington

Assistant Secretary, Fair Housing and Equal
Opportunity Office of Economic Opportunity
Room 5100, Dept. of HUD
451 Seventh Street, SW
Washington, DC 20410
202-708-1112

FAQs

Does a business have to be incorporated to be considered a Section 3 eligible business?

No. A Section 3 business concern can be any type of business, such as a sole proprietorship, partnership, or a corporation, properly licensed and meeting all legal requirements to perform the contract under consideration.

What recordkeeping responsibilities do contractors and subcontractors have if they receive Section 3 covered contracts?

Contractors and subcontractors should maintain and provide any documentation that will assist in demonstrating Section 3 compliance to HUD including documentation that shows hours worked by all workers, Section 3 workers, Targeted Section 3 workers, and any qualitative efforts to comply with Section 3. Examples of documentation can be found in 24 CFR § 75.31 (https://www.ecfr.gov/cgi-bin/retrieveECFR?n=pt24.1.75#se24.1.75_131).

What if my company does not meet all benchmark goals for employment or contracting?

If reporting indicates the company has not met the Section 3 benchmarks, the company should report on the qualitative nature of its activities such as those listed on pages 11 of this manual.

Can a nonprofit organization be considered a business concern for the purposes of Section 3?

Yes. A nonprofit organization can be a business concern. Nonprofit organizations must meet the criteria of a Section 3 business concern as defined in 24 CFR § 75.5 in order to receive Section 3 preference.

Can contracting with a Minority Business Enterprise (MBE) or a Women Business Enterprise (WBE) count towards Section 3 benchmarks?

It depends. Section 3 is race and gender neutral. Only Minority Business Enterprises (MBEs)/Women Business Enterprises (WBE) that meet the eligibility criteria as a Section 3 business concern set forth in the regulation can be counted towards the Section 3 labor hour calculation.

Do Section 3 requirements apply to material only contracts?

No. Section 3 does not apply to material only contracts or those that do not require any labor. For example, a contract for office or janitorial supplies would not be covered by Section 3. In this example, Section 3 would be encouraged, but not required. However, a contract to replace windows that includes the removal of existing windows, and the installation of new windows would be covered due to the involvement of labor.

Are Section 3 workers or business concerns guaranteed employment or contracting opportunities under Section 3? Section 3 is not an entitlement program; therefore, employment and contracts are not guaranteed. Low- and Very Low-Income individuals and Section 3 business concerns must be able to demonstrate that they have the ability or capacity to perform the specific job or successfully complete the contract that they are seeking.

What documentation must be maintained by contractors and subcontractors certifying that low- and very low-income individuals and business concerns meet the regulatory definitions under Section 3?

There are many ways a worker can be certified as either a Section 3 Worker or Targeted Section 3 Worker under 24 CFR Part 75. Please see pages 7-9 of this manual.

Will there be changes to the benchmark requirements?

The Secretary of HUD is required in the Benchmark Notice published in the Federal Register to review and update the Benchmarks by Federal Register no less frequently than once every three years.

If a project is funded with non-HUD assistance, do the requirements of Section 3 still apply?

Section 3 applies to projects that are fully or partially funded with HUD financial assistance. Projects that are financed with state, local, or private matching or leveraged funds used in conjunction with HUD funds are covered by Section 3 if the amount of HUD funding for the project exceeds \$200,000 (or \$100,000 for a lead-abatement project).

Are developers, contractors, and subcontractors required to provide long-term employment opportunities, and not simply seasonal or temporary employment?

Developers, contractors, and subcontractors are required, to the greatest extent feasible, to direct employment opportunities to low- and very low-income persons, including seasonal and temporary opportunities. Benchmark goals include the calculation of all Section 3 Worker and Targeted Section 3 Worker labor hours as a percentage of all labor hours worked on a project. Developers, contractors, and subcontractors are encouraged to provide long-term employment to ensure that they meet the benchmark goals.

Are all public housing residents considered Section 3 Workers regardless of their income?

No. To qualify as a Section 3 Worker, an individual must meet one of the following criteria:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

Do the benchmark requirements only count toward new hires?

No. The rule does not apply to only new hires, but if someone is currently on staff and qualifies as a Section 3 resident, they will need to re-certify as either a Section 3 Worker or a Targeted Section 3 Worker under 24 CFR part 75.

Intent To Comply Compliance Certification

To be completed and returned by all Contractors and Sub-Contractors.

Project Name: _____ Developer/Owner: _____

Contractor Name: _____

Contractor Address: _____

Contact Person: _____ Phone: _____ Email: _____

Contract Amount (\$): _____ Date of Contract: _____

The undersigned owner and general contractor of the above-referenced project is committed to comply with the Section 3 Act and Section 3 regulations. We will work with the owner and the general contractor to ensure compliance, to the greatest extent feasible, through the employment of Section 3 Workers and Targeted Section 3 Workers. Furthermore, the owner hereby agrees to implement at least the following actions directed towards employing Section 3 Workers and Targeted Section 3 Workers:

- The owner or general contractor must submit the Section 3 Year End Monitoring Report by July 10th of each fiscal year.
- The general contractor and subcontractors must submit Labor Hours Tracking Form on all Section 3 covered projects.
- The owner or general contractor shall maintain comprehensive documentation of their Section 3 outreach efforts and implementation activities. Section 3 files should be clearly maintained and be available for review.
- The owner and general contractor will make best efforts to ensure that all Section 3 Business Concerns, and Targeted Section 3 Workers within the Service Area are notified of pending opportunities.
- The owner and general contractor will ensure all subcontractors are aware of their obligation to meet Section 3 benchmarks laid out in this Section 3 Guidance Manual. Subcontractors will consult with the general contractor regarding questions and reporting.
- The owner or general contractor understands that progress and/or final payments may be withheld until Section 3 compliance is met.

We the undersigned, have read and fully agree to this Section 3 Compliance Certification, and become party to the full implementation of this program.

Contractor/Sub-Contractor: _____

Signature: _____

Title: _____

Date: _____

Federal Section 3 Estimated Project Work Force Breakdown

This document must be submitted by ALL Sub-Contractors

Job Category	Total Estimated Positions Needed for Project	No. Positions Occupied by Permanent Employees	No. of Vacant Positions	No. of Positions to be filled with Section 3 and/or Targeted Section 3 workers and their estimated hiring date.
Supervisor				
Professional				
Technical				
Office/Cleric.				
Trade				
Journeyman				
Apprentices				
Trainees				
Others				
Trade				
Journeyman				
Apprentices				
Trainees				
Other				
TOTAL:				

Section 3 Resident:

Individuals residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3-covered project is located. See attached income schedule.

_____ Company

_____ Project

_____ Project Number

Person Completing Form: _____

Authorized Signature _____ Date: _____

The employment and training component of Section 3 applies to the prime contractor and all subcontractors providing construction services or professional services to the CDBG programs. It is the responsibility of the Prime Contractor to enforce these same requirements within any subcontracts.

To be in compliance with HUD's/HCD's new Section 3 benchmarks, 25% of total labor hours must be Section 3 Workers and 5% of total labor hours must be Targeted Section 3 workers. Please note the Section 3 workers and Targeted Section 3 Workers must meet the minimum qualifications for the available job.

Federal Section 3 FORM 2-List of Permanent Employees

This form is required for all **Section 3-triggered** projects (over \$200,000) and must be submitted prior to work commencing or with application for funding and again with the final Section 3 compliance report.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

Please list all current permanent employees (both full and part-time) employed by your company (or local/regional office). Use additional sheets as necessary. A computer-generated employee registry can be provided in lieu of this form if it includes the worker's name, employer, job category, hire date and indicates Section 3/targeted Section 3 status.

No.	Name of Worker	Employer	Job Classification/ Trade	Section 3 Worker (Y/N)	Targeted Section 3 Worker Y/N	Hire Date
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

Please note that your business may be eligible for Section 3 Business certification if at least 75% of your labor hours performed on all contracts over the past three-month period were performed by employees who meet one of the following categories below:

- The worker lives within one mile of the Section 3 project (or, if fewer than 5,000 people live within one mile of the Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census);
- The worker is a HUD YouthBuild participant; or
- The worker's income for the previous or annualized calendar year is below 80% of the current area median income for the area in which the worker resides. (Use the worker's annual gross income based on AMI for a single-person household.) HUD income limits can be found at <https://www.huduser.gov/portal/datasets/il.html>.)

SECTION 3 WORKER AND TARGETED SECTION 3 WORKER CERTIFICATION

This project is subject to Section 3 of the HUD Act of 1968 and its associated regulations, 24 CFR Part 75. The information below must be collected and provided for all employees on-site to demonstrate compliance with meeting benchmark goals.

NA-No Section 3 Workers **TO BE COMPLETED BY EMPLOYER -or- WORKER**

WORKER INFORMATION

1. Name: _____
Address: _____ **Email:** _____
City: _____ **Zip Code:** _____ **Phone Number:** _____

2. Please view the *Official State Income Limits*. Check to see if the worker's Gross Annual Income (based on the wages paid or their annual income calculated on an annualized process) is **At/BELOW or ABOVE** the amount listed for the county the **WORKER RESIDES**. Thank you for taking the time to fill this out.

Annualized Income Formula: Base rate of pay \$ _____ x2080=\$ _____

Low-Income Maximum (80% Area Median Income)				
Employee County of Residence/ Income Limit:	Current WORKER income (annualized) is		Worker's Income within Past 5 Years or at Time of Hire was At/Below or Above	
	At/Below	Above	At/Below	Above
\$				

4. Are they or were they a YouthBuild Participant within the last five years?

Yes _____ No _____ Unknown _____

5. Are they or were they a resident of public housing within the last five?

Yes _____ No _____ Unknown _____

6. Are they or were they a resident of other public housing projects or Section 8-assisted housing within the last five years? Yes _____ No _____ Unknown _____

7. Do they or did they live within one mile of the service area/neighborhood of this project within the last five years? Yes _____ No _____

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief.

Worker Signature: _____ **Date:** _____

EMPLOYER INFORMATION

Company Name: _____

Is the company a Section 3 Business Concern? Yes _____ No _____

*Defined as at least 51% owned and controlled by low- or very low-income persons;
OR over 75% of labor hours for the business over the prior 3-month period are performed by Section 3 workers;
OR 51% or more owned and controlled by current residents of public housing or Section 8-assisted housing.*

Employee Job Classification: _____ **Employee Hire Date:** _____

Project Name: _____ **Contract Award Date:** _____

Name/Title: _____

Signature: _____ **Date:** _____

Federal Section 3 Qualification Documentation Checklist

Contractors and subcontractors must maintain documentation to ensure the workers meet the definition of a Section 3 Worker or a Targeted Section 3 Worker, at the time of hire or the first reporting period. Please check off documents provided:

For a worker to qualify as a Section 3 Worker, ONE of the following must be maintained:

- A worker's self-certification that their income is below the income limit for the prior calendar year;
- A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
- Certification from a PHA (Public Housing Authority), or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- An employer's certification that the worker's income from that employer is below the income limit when based on the employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
- An employer's certification that the worker is employed by a Section 3 business concern.

For a worker to qualify as a Targeted Section 3 Worker, ONE of the following must be maintained:

- An employer's confirmation that a worker's residence is within one mile of the work site, or if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
- An employer's certification that the worker is employed by a Section 3 business concern; or
- A worker's self-certification that the worker is a YouthBuild participant.

A Section 3 business concern means meeting ONE of the following criteria, documented within the last six-month period:

- Proof that the business is at least 51 percent owned and controlled by low- or very low-income persons;
- Proof that over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers; or
- Proof that the business is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Federal Section 3

Business Concern Certification

To self-certify as a Section 3 Business Concern, per 24 CFR § 75, the company or firm must meet **at least one** of the categories below. Supporting documentation must be provided with this form to be confirmed as a Section 3 Business.

Please read the following statements and **check all that apply to your business.**

Check if Applies	Section 3 Business Category	Additional Required Data
<input type="checkbox"/>	51% or more of the business is owned by low- or very low-income persons.	Proof of ownership showing all owners and their percentages and a completed Section 3 Business Owner Self-Certification form for all low- and very low-income owners.
<input type="checkbox"/>	75% of the labor hours performed for the business over the prior 3 month period were performed by Section 3 workers.	Provide the last 90 days full payrolls for the entire company. Provide a list of employees who worked the last 90 days with the total hours worked for each employee and indication of which employees are Section 3 Workers.
<input type="checkbox"/>	At least 51% owned and controlled by current residents of public housing or Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a documentation of residence in public housing or a Section 8 unit.
<input type="checkbox"/>	None of the above apply to this business.	

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. Any false statements made knowingly and willfully may subject the signer to penalties under Section 1010 of Title 18 of the United States Code.

Authorized Signature	Date
Printed Name	Title

Business Name: _____

Business Address: _____

Telephone Number: _____ Type of Business (Check One):

- Corporation
- Sole Proprietorship
- Partnership
- Joint Venture

County or Metropolitan Service Area (MSA).
Where business is Located: _____

Business Services (list): _____

Federal Section 3
FORM 3-DOCUMENTATION OF QUALITATIVE EFFORTS

This form is required for all **Section 3-triggered** projects (over \$200,000) and must be submitted with bid or application for funding, as well as with all quarterly or final compliance reports that indicate numeric goals were not met. Please fill out this form completely. Attach additional pages if needed.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

- Describe all efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, to Section 3 workers. Attach additional pages if needed.

Attach supporting documentation such as:

- Copies of all publications, notices, pictures of posted notices, and other outreach materials.
- List of all Section 3 workers that responded to your outreach efforts (e.g., submitted job applications, phone logs, etc.); were any of them hired? If not, please explain why.
- **If not currently hiring workers** and later in the project period end up needing to hire please explain the intended method of filling the position/positions.

- Describe all efforts made to notify Section 3 businesses of any subcontracting opportunities generated by HUD financial assistance for this project, to the greatest extent feasible. Attach additional pages if needed.

Attach supporting documentation such as:

- Section 3 Business List used in solicitation.
- List of Section 3 business included in solicitation and documentation of efforts (emails, letters, phone, logs, etc.).
- List of Section 3 businesses that responded to your solicitation and/or outreach efforts; were any of them hired? If not, please explain why.
- Copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.
- **If not using subcontractors**, please state that in this box

Federal Section 3
FORM 3-DOCUMENTATION OF QUALITATIVE EFFORTS
(Continued)

3. Describe all additional qualitative efforts made to comply with Section 3 requirements. See below for examples. Attach all applicable supporting documentation.

4. If there are employment opportunities associated with your project, include a draft of the proposed signage. Section 3 signage should be posted at the construction site. Signage must be large enough to be visible from the street. The sign must (a) identify the name of the project, (b) state the project is a HUD Section 3 Project, and (c) include the name, phone number and email address of an appropriate point of contact regarding employment opportunities.

Examples of Qualitative Efforts

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
<https://northstatejobs.com/post-a-job/>
- Provided technical assistance to help Section 3 Workers compete for jobs (e.g. resume assistance, coaching, etc.).
- Provided training or apprenticeship opportunities.
- Directed Section 3 Workers to obtain financial literacy training and/or coaching.
- Assisted or connected Section 3 Workers with assistance in seeking employment by helping them prepare for interviews, connecting residents to job placement services, or pointed them towards job fairs.
- Provided or referred Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Engaged in outreach efforts to identify and secure bids from Section 3 Business Concerns.
- Hosted job fairs.
- Divided contracts into smaller jobs to facilitate participation by Section 3 Business Concerns.
- Provided technical assistance to help Section 3 Business Concerns understand and bid on contracts.
- Provided application assistance for attendance at a community college, a four-year educational institution, or vocational/technical training.
- Provided bonding assistance, guarantees, or other efforts to support viable bids from Section 3 Business Concerns.
- Contacted business assistance agencies, minority contractors' associations, and community organizations to inform them of contracting opportunities and request their assistance in identifying Section 3 Business Concerns.
- Provided written notice to all known Section 3 Business Concerns of the contracting opportunities. The notice should be in sufficient time to allow Section 3 Business Concerns to respond to the bid invitation or request for proposal.
- Used the services and assistance of the U.S. Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce
<https://californiaucp.dbesystem.com/> https://dsbs.sba.gov/search/dsp_dsbs.cfm <https://ucp.dot.ca.gov/licenseForm.htm>

Federal Section 3

Form 4-Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to engage in qualitative efforts including but not limited to:
 - a. Engaging in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
 - b. Providing training or apprenticeship opportunities.
 - c. Providing or referring Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
 - d. Engaging in outreach efforts to identify and secure bids from Section 3 business concerns.
 - e. Promoting the use of business registries designed to create opportunities for disadvantaged and small businesses.
 - f. Engaging in outreach and referrals with the state one-stop system of the workforce Innovation and Opportunity Act.
- E. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- F. The contractor must meet the requirements of 24 CFR part 75.19, regardless of whether Section 3 language is included in agreements, program regulatory agreements, or contracts. these requirements include:

Federal Section 3
Form 4-Section 3 Clause
(Continued)

a. Employment and Training

- i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, contractors covered by this subpart will ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 Workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
- ii. Where feasible, priority for opportunities and training should be given to:
 1. Section 3 Workers residing within the service area or the neighborhood of the project; and
 2. YouthBuild participants.

b. Contracting

- i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 Workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
- ii. Where feasible, priority for contracting opportunities should be given to:
 1. Section 3 business concerns that provide economic opportunities to Section 3 Workers residing within the service area or the neighborhood of the project; and
 2. YouthBuild programs.

- F. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- G. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- H. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- J. Contractor will retain all documentation, contracts, and records for a minimum of five years.

Labor Hours Tracking Form

Section 3 Workers and Targeted Section 3 Workers

This form -or- a similar spreadsheet must be submitted with the weekly Certified Payroll.
All worker hours (Section 3 or not) should be reported.

Date: _____

Week Ending Reporting: _____

Project Name: _____

Project Address: _____

Business Name/Contractor-Subcontractor Name: _____

Business/Contractor-Subcontractor Address: _____

Name and Position of Person Preparing Report: _____

Name of Employee	Worker Classification	Section 3 Worker Yes or No	Targeted Section 3 Worker Yes or No	Total Hours Worked

Federal Section 3 FORM 5-Quarterly Project Compliance Report

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted according to the following schedule:

Quarterly

January – March: Due April 15th
 April – June: Due July 15th
 July – September: Due October 15th
 October – December: Due January 15th

Final

Must cover the entire project from start date to completion date. Final report is due 30 days after completion.

Project Name:	Contractor:
Project Location:	Report Type: <input type="checkbox"/> Quarterly <input type="checkbox"/> Final
Reporting Period Start Date:	Reporting Period End Date:

I. SECTION 3 CONTACT INFORMATION

Contractor Section 3 Point of Contact:	
Phone:	Email:

II. SECTION 3 HOURS WORKED – *Report the number of Section 3 hours for this reporting period. Attach time records to support the information provided.*

A. Total hours worked this period by all workers	B. Number of Section 3 hours worked this period	% Section 3 hours (Divide column B by column A)

III. TARGETED SECTION 3 HOURS WORKED – *Report the number of targeted Section 3 hours for this reporting period. Attach time records to support the information provided.*

A. Total hours worked this period by all workers	B. Number of targeted Section 3 hours worked this period	% Targeted Section 3 hours (Divide column B by column A)

IV. QUALITATIVE EFFORTS – If this report indicates numeric goals were not met, attach FORM 4 describing any qualitative efforts made to increase Section 3 participation for this reporting period.

V. ADDITIONAL ATTACHMENTS – For the final Section 3 compliance report, attach BUSINESS ENTERPRISE INFORMATION FORM and FORM 3 with updated information.

I declare that all statements contained in this form and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of funding or other penalties as prescribed under 18 U.S. Code § 1001.

Signature: _____

Date: _____

Print Name: _____

Title: _____

Section 3 Process

24 CFR 75



Meeting

Owner/Developer/Contractor attends pre-construction meeting.



Contract

Contract is granted. Contractors review Section 3 Plan provided in order to comply with Section 3 regulations.



Clause

Section 3 Clause is incorporated into contract and in all future subcontractor contracts the Owner/Contractor creates. Contractor ensures all subcontractors are aware of Section 3 requirements and responsibilities.



Advertise & Document

Contractor advertises job opportunities. Contractor posts Section 3 information at job site. Contractor submits all documentation of compliance efforts.



Monthly Reporting

Contractor submits the labor hours tracking form with each pay request.



Yearly Reporting

Contractor submits Section 3 Summary Report as requested by HCD.

Section 3 Service Area Map

About

Neighborhood Service Area Definition Tool

This tool allows Housing and Community Development Section 3 Recipients to identify Targeted Section 3 Workers in accordance with 24 C.F.R. § 75.19.

Targeted Section 3 Workers are Section 3 Workers located within a one-mile radius of a Section 3 Project. If fewer than 5,000 people live within a one-mile radius of the project, then the radius is expanded until it is sufficient block groups are selected to encompass a population of 5,000 or more according to the most recent census.

Start the search by typing in the address of the Section 3 Project, the map will auto zoom to the selected address, highlight all block groups that are included - *in full or in part* - within the default 1 mile radius, and provide a sum of the populations all highlighted block groups. Use the slider bar to expand the radius of the circle until the block groups total a population 5,000 or higher. Population total shows green when you have reached the population threshold. Population numbers are from ESRI's U.S. Census Block Group Layer.

To create a report or record of the block groups included click the up arrow on the bottom of the screen, select the Options dropdown, then click Export all to CSV. This can then be filed with your Section 3 Records.

Ref: 24 C.F.R. Part 75; if you have questions, corrections, or suggested improvements for this mapping solution please contact Senior Management and Program Analyst Daniel Huyck in the Detroit Field Office at daniel.i.huyck@hud.gov

Section 3 Neighborhood Service Area

Search for an address or locate on map

11th St, Marysville, CA, 95901, USA

Show results within 1 Miles

0 15

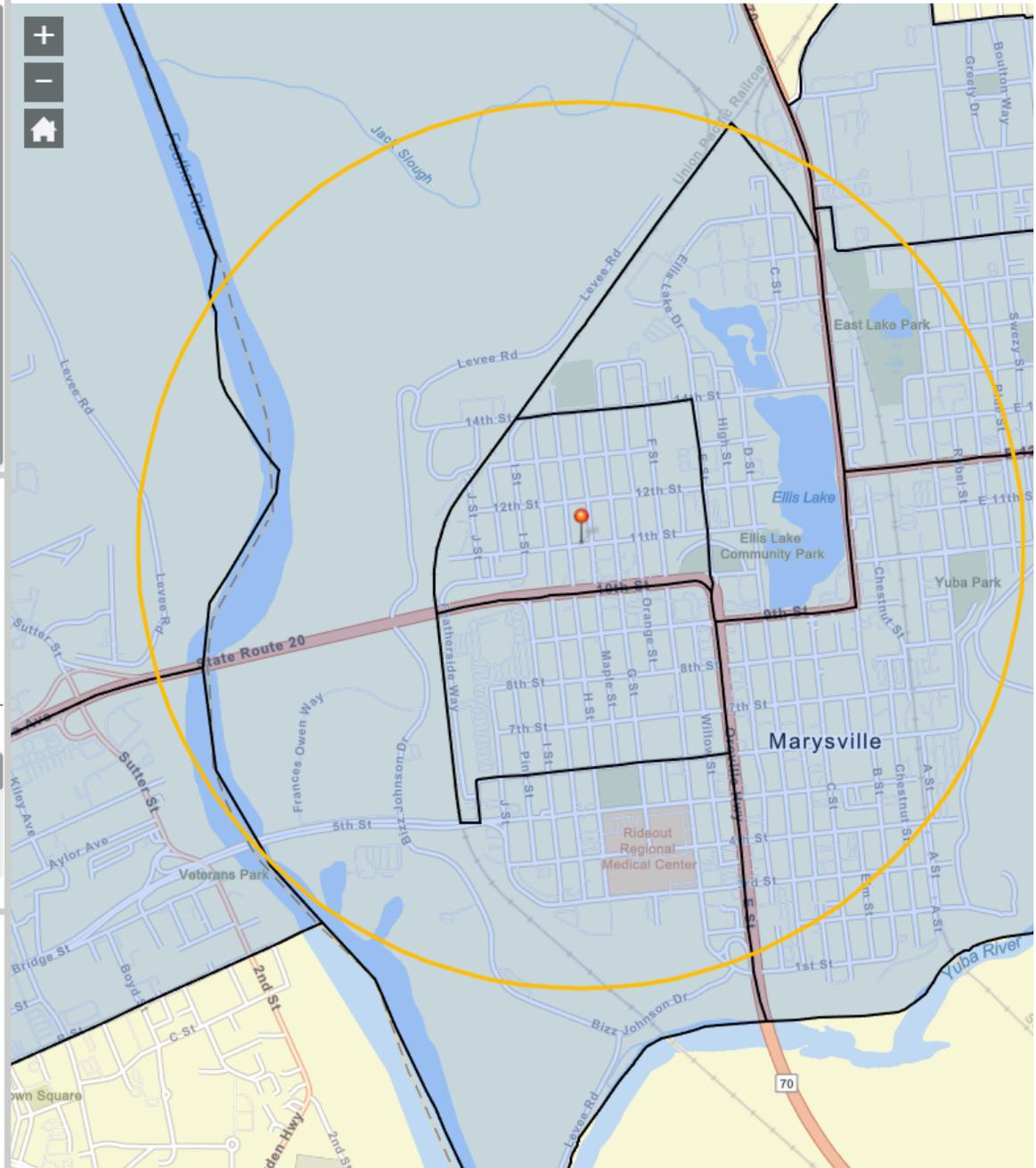
USA Census Block Group Boundaries

Block Group 061150401003 in CA	0 mi
Block Group 061150401004 in CA	0.11 mi
Block Group 061150401001 in CA	0.29 mi

Population

✓ 10,469

Population of Census Block Groups Within or Intersected by Radius



"General Decision Number: CA20260007 01/23/2026

Superseded General Decision Number: CA20250007

State: California

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

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026
1	01/09/2026
2	01/16/2026
3	01/23/2026

ASBE0016-001 01/01/2024

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 84.76	25.07
Area 2.....	\$ 64.56	25.07

ASBE0016-007 05/01/2025

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
 LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
 SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO
 & YUBA COUNTIES

AREA 2: MARIN & NAPA 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.....	\$ 35.31	12.75
AREA 2.....	\$ 44.73	12.75

 BOIL0549-002 01/01/2021

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties..	\$ 49.62	41.27
(2) Remaining Counties.....	\$ 45.60	38.99

 BRCA0003-001 08/01/2024

	Rates	Fringes
MARBLE FINISHER.....	\$ 42.06	19.80

 BRCA0003-004 05/01/2024

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
 LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
 SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY
 COUNTIES

Rates Fringes

BRICKLAYER

AREA 1.....	\$ 52.76	25.01
AREA 2.....	\$ 57.02	28.50

SPECIALTY PAY:

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

BRCA0003-008 07/01/2024

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 44.93	20.98
TERRAZZO WORKER/SETTER.....	\$ 60.58	29.79

BRCA0003-010 04/01/2024

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 35.00	17.44
Area 2.....	\$ 34.76	19.22
Area 3.....	\$ 37.75	19.28
Area 4.....	\$ 35.78	19.23
Tile Layer		
Area 1.....	\$ 55.55	21.08
Area 2.....	\$ 55.17	22.52
Area 3.....	\$ 59.92	22.62
Area 4.....	\$ 56.79	22.54

- AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo, Yuba
- AREA 2: Alpine, Amador
- AREA 3: Marin, Napa, Solano, Siskiyou
- AREA 4: Sonoma

BRCA0003-014 08/01/2024

Rates	Fringes
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MARBLE MASON.....\$ 61.72 30.31

CARP0034-001 07/01/2021

Rates Fringes

Diver

Assistant Tender, ROV		
Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed		
gas).....	\$ 64.51	34.69
Manifold Operator (Standby).	\$ 59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot
221 ft.-deeper	\$5.00 per foot

SATURATION DIVING:

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

DIVING IN ENCLOSURES:

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

WORK IN COMBINATION OF CLASSIFICATIONS:

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

CARP0034-003 07/01/2021

Rates Fringes

Piledriver.....\$ 54.10 34.69

CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scraper		
Area 1.....	\$ 26.33	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

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

CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,

Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou,
 Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

 CARP0046-001 07/01/2023

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

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 54.66	33.52
Journeyman Carpenter.....	\$ 54.51	33.52
Millwright.....	\$ 57.01	35.11

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

 CARP0046-002 07/01/2023

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

Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 53.31	33.52
Journeyman Carpenter.....	\$ 53.16	33.52
Millwright.....	\$ 55.66	35.11

CARP0152-003 07/01/2020

Amador 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.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

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

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

 CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama
 and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

 ELEC0180-001 06/01/2025

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 69.26	3%+29.28
ELECTRICIAN.....	\$ 61.56	3%+29.28

 ELEC0180-003 12/01/2025

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 53.08	30.84
Technician.....	\$ 61.04	31.08

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [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], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes 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); excludes energy management systems.

ELEC0340-002 03/01/2025

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

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

SCOPE OF WORK

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

- A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
 - Background foreground music Intercom and telephone

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

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

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

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

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems

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

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

ELEC0340-003 08/01/2025

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	\$ 52.70	38.68
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 01/01/2025

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 48.50	23.04

ZONE RATE:

70-90 miles - \$10.00 per hour
91+ miles - \$15.00 per hour

ELEC0551-004 06/01/2024

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 59.17	32.04

ELEC0551-005 12/01/2025

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 53.08	30.84
Technician.....	\$ 61.04	31.08

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call,

Telephone); FIRE ALARM SYSTEMS [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], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes 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); excludes energy management systems.

 ELEC0659-006 01/01/2026

MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 47.04	21.84

 ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 60.54	4.5%+22.15
(3) Tree Trimmer.....	\$ 37.84	4.5%+14.30
(4) Line Equipment Man.....	\$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen.....	\$ 40.37	4.5%+14.30
(6) Groundman.....	\$ 33.37	4.5%+14.30

 ELEC1245-004 01/01/2025

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 70.16	24.71

(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 53.30	22.26
(3) Groundman.....	\$ 40.76	21.76
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2025

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

FOOTNOTE:

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

ENGI0003-008 08/01/2024

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 60.61	39.55
(2) Dredge Dozer; Heavy duty repairman.....	\$ 55.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 54.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 51.23	39.55
AREA 2:		

(1) Leverman.....	\$ 62.61	39.55
(2) Dredge Dozer; Heavy duty repairman.....	\$ 57.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 56.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 53.23	39.55

AREA DESCRIPTIONS

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

AREA 2: MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

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

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

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

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with

Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

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SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 55.85	28.56
AREA 2.....	\$ 57.85	28.56
GROUP 2		
AREA 1.....	\$ 52.25	28.56
AREA 2.....	\$ 54.25	28.56
GROUP 3		
AREA 1.....	\$ 47.64	28.56
AREA 2.....	\$ 49.64	28.56

GROUP DESCRIPTIONS:

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

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

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

AREA DESCRIPTIONS:

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

SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

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

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

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

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeast border with

Shasta County
Area 2: Remainder

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

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

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""AREA 1"" WAGE RATES ARE LISTED BELOW

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

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 66.96	32.53
GROUP 2.....	\$ 65.43	32.53
GROUP 3.....	\$ 63.95	32.53
GROUP 4.....	\$ 62.57	32.53
GROUP 5.....	\$ 61.30	32.53
GROUP 6.....	\$ 59.98	32.53
GROUP 7.....	\$ 58.84	32.53
GROUP 8.....	\$ 57.70	32.53
GROUP 8-A.....	\$ 55.49	32.53
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 68.59	32.53
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 66.08	32.53
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 64.34	32.53
Hydraulic.....	\$ 60.61	32.53
Oiler.....	\$ 42.55	31.15

Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 61.30	32.53
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 68.81	32.53
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 67.04	32.53
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 65.56	32.53
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 63.54	32.53
GROUP 5		
Cranes.....	\$ 62.24	32.53
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 63.06	32.53
GROUP 1-A.....	\$ 65.53	32.53
GROUP 2.....	\$ 61.80	32.53
GROUP 3.....	\$ 60.47	32.53

GROUP 4.....	\$ 59.33	32.53
GROUP 5.....	\$ 58.19	32.53
UNDERGROUND:		
GROUP 1.....	\$ 62.96	32.53
GROUP 1-A.....	\$ 65.43	32.53
GROUP 2.....	\$ 61.70	32.53
GROUP 3.....	\$ 60.37	32.53
GROUP 4.....	\$ 59.23	32.53
GROUP 5.....	\$ 58.09	32.53

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller

Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

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

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

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or

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

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

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

ALL CRANES AND ATTACHMENTS

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

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

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

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

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

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

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO
AREA 2 -NOTED BELOW

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

DEL NORTE COUNTY:
Area 1: Extreme Southwest corner
Area 2: Remainder

HUMBOLDT COUNTY:

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

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

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

IRON0118-012 01/01/2025

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 43.75	34.45

IRON0118-013 01/01/2025

AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MARIN, NAPA, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA,
SUTTER, TEHAMA, YOLO and YUBA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 50.70	35.15

LAB00067-003 07/01/2024

AREA ""1"" - MARIN and NAPA COUNTIES

AREA ""2"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY,
YOLO, AND YUBA COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Marin and Napa Counties.....	\$ 37.75	29.69
Remaining Counties.....	\$ 36.75	29.69

LAB00067-005 01/01/2024

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

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 37.26	27.32
Area B.....	\$ 36.26	27.32
Traffic Control Person I		
Area A.....	\$ 37.56	27.32
Area B.....	\$ 36.56	27.32
Traffic Control Person II		
Area A.....	\$ 35.06	27.32
Area B.....	\$ 34.06	27.32

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00185-002 07/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55

LAB00185-005 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00185-006 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIESTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		

Construction Specialist

Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

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

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)

(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2

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

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

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

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

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

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

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

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

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

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

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

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

GUNITE LABORER CLASSIFICATIONS

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

WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00185-008 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB00261-002 07/01/2023

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 37.26	27.30

Traffic Control Person I....\$ 37.56	27.30
Traffic Control Person II...\$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-004 06/26/2023

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$ 45.89		27.72
GROUP 2.....\$ 45.66		27.72
GROUP 3.....\$ 45.41		27.72
GROUP 4.....\$ 44.96		27.72
GROUP 5.....\$ 44.42		27.72
Shotcrete Specialist.....\$ 46.41		27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00261-007 07/01/2023

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 37.54	25.55

LAB00261-010 06/26/2023

MARIN COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30

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

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty Period.....	\$ 29.94	27.30

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

FOOTNOTES:

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

below.

LABORER CLASSIFICATIONS

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

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

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143

and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

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

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

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

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

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

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

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

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

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

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LAB00261-015 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54

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

LAB00324-004 07/01/2023

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I....	\$ 36.56	27.30
Traffic Control Person II...	\$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00324-008 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or

excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00324-010 07/01/2023

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.84	26.24

LAB00324-013 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

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

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....\$ 35.25	27.30
(2) Establishment Warranty Period.....\$ 28.94	27.30

LABORER (GUNITE - AREA B:)

GROUP 1.....\$ 36.46	27.30
GROUP 2.....\$ 35.96	27.30
GROUP 3.....\$ 35.37	27.30
GROUP 4.....\$ 35.25	27.30

LABORER (WRECKING - AREA B:)

GROUP 1.....\$ 35.50	27.30
GROUP 2.....\$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite,

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

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

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

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

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

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing

is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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

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

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

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

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LAB00324-019 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54
Work on a swing stage scaffold:	\$1.00 per hour additional.	

PAIN0016-004 01/01/2025

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 53.38	28.04

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-005 01/01/2025

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 59.63	31.29

PAIN0016-007 01/01/2025

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....	\$ 43.45	22.80

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.

PAIN0016-008 01/01/2024

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 59.00	33.03

PAIN0169-004 01/01/2024

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line

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

	Rates	Fringes
GLAZIER.....	\$ 56.22	34.00

 * PAIN0567-001 07/01/2025

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 39.43	16.16
Paperhanger.....	\$ 42.19	16.16
Spray Painter.....	\$ 41.43	16.16

PREMIUMS:
 Special Coatings (Brush), and Sandblasting = \$0.50/hr
 Special Coatings (Spray), and Steeplejack = \$1.00/hr
 Special Coating Spray Steel = \$1.25/hr
 Swing Stage = \$2.00/hr

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

 PAIN0567-007 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

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

PAIN0567-010 07/01/2024

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper.....	\$ 42.79	16.12
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 44.29	16.12

PAIN0767-004 01/01/2024

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER.....	\$ 43.25	35.62

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

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

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

 PAIN1237-001 01/01/2024

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 48.54	26.59

 PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	\$ 32.70	31.68
AREA 355: Marin.....	\$ 36.73	31.68
AREA 355: Napa & Sonoma Counties.....	\$ 32.70	31.68

 PLAS0300-005 07/01/2016

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

 PLUM0038-002 07/01/2025

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....	\$ 69.70	46.38
(2) All other work - NEW CONSTRUCTION RATE.....	\$ 91.00	49.40

 PLUM0038-006 07/01/2025

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 77.35	36.53

 PLUM0228-001 01/01/2026

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,
 SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 52.75	41.39

 PLUM0343-001 07/01/2025

NAPA AND SOLANO COUNTIES

	Rates	Fringes
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PLUMBER/PIPEFITTER

Light Commercial.....	\$ 30.85	20.40
All Other Work.....	\$ 71.60	38.38

DEFINITION OF LIGHT COMMERCIAL:

Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

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

 PLUM0350-001 08/01/2023

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 52.14	18.71

 PLUM0355-001 07/01/2025

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 36.01	18.50

 PLUM0442-003 01/01/2026

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 58.45	38.74

PLUM0447-001 07/01/2025		

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 67.37	30.00
Light Commercial Work.....	\$ 55.58	24.02

ROOF0081-006 08/01/2024		

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 54.94	23.34

ROOF0081-007 08/01/2023		

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer.....	\$ 46.73	21.36

SFCA0483-003 01/01/2026		

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 81.54	41.35

SFCA0669-003 01/01/2026		

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 52.06	29.86

SHEE0104-006 06/29/2020		

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker Mechanical Contracts \$200,000 or less.....	\$ 55.92	45.29
All other work.....	\$ 64.06	46.83

SHEE0104-009 07/01/2021		

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

	Rates	Fringes
SHEET METAL WORKER.....	\$ 47.85	41.90

SHEE0104-010 07/01/2020		

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.50	37.42

SHEE0104-011 07/01/2020		

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER,
PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,
YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only).....	\$ 44.45	35.55

SHEE0104-014 07/01/2020		

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

SHEE0104-019 07/01/2020		

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs \$200,000 & under.....	\$ 35.16	35.88
Mechanical Jobs over \$200,000.....	\$ 46.60	40.21

TEAM0094-001 07/01/2025		

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

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy;

Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

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

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

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

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

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that

classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"