REQUEST FOR QUOTE

Solicitation #18-050-QTE-0018

GATE SYSTEM UPGRADE AT 1815 EGBERT AVENUE

1815 EGBERT AVENUE
SAN FRANCISCO, CA 94124

June 18, 2018
SCOPE OF SERVICES:

Contractor to provide labor and to furnish all necessary material to complete the following listed tasks:

1) Replace existing key pad with new key pad, keyed entry, gate operator and accessories at parking lot entrance with sliding gate per floor plan A105.
2) Install San Francisco Fire Department lock box per floor plan A201.
3) Remove and dispose existing swing gate and associate chain link fence.
4) Install new chain link fence, vehicle swing gate and pedestrian gate at new location per floor plan A106.
5) Install gate operator system and vehicle detector loops per A106.

Contractor to provide two years of labor and material guarantee for contracted installation.

(X) Walk through – Can be arranged with project manager Mr. Simon Chu at chus@sfha.org.

PRE-BID CONFERENCE: (X) Not applicable.

PRE-AWARD SURVEY: The San Francisco Housing Authority (Authority) reserves the right to conduct a pre-award survey with the offeror, to determine if the offeror is a responsible party as described and required by Federal Law. This survey may include a visit to the offeror’s facilities, and examination of the following: the offeror’s facilities; capacity to execute the terms and conditions of the contract; on-hand equipment; current employee depth and capabilities; financial records and capabilities; any other area or aspect of the offeror’s operations and capability that will assist the Authority in making a determination of responsibility.

PERFORMANCE AND PAYMENT BOND: (Required at $25,000)
Upon award of the contract, the Contractor must provide and pay for an acceptance Performance and Payment Bond in the amount of 100% of the contract price or separate acceptable Performance and Payment Bonds each in the amount of 50% or more of the contract price. The surety must be a guaranty or surety company which appears on the U. S. Treasury Circular No. 570 published annually in the Federal Register. Assistance in securing the Performance and Payment Bond is available through the Small Business Administration, which encourages Minority Business Enterprises. In lieu of a Performance and Payment Bond, the Contractor may provide the Authority with an irrevocable Standby Letter of Credit, in an amount equivalent or 25% of the contract, from a financial institution acceptable to the Authority.
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PRE-CONSTRUCTION CONFERENCE:
[ ] Not Required.
[X] The Authority will notify the Awardee when and where the Pre-construction conference will take place. The Awardee must attend this conference before entering the worksite or having materials delivered there.

CONTRACT DOCUMENTS: The “Submittal” forms when accepted by the Authority together with all other required documents that are submitted with a bid, “Special Conditions”, “Amendment(s) to Special Conditions” (if any), “General Conditions”, “Amendment(s) to General Conditions” (if any), “Instructions to Offeror’s” (if any), “Technical Specifications”, and Drawings (if any), form the contract. In the event that any provision in one of the component parts of this contract conflicts with any provision of any other component part, the provision in the component part first enumerated herein shall govern except as otherwise specifically stated. The documents enumerated herein contain the entire contract agreement between the parties, and no representations, warranties, agreements, or promises (whether oral, written, expressed, or implied) by Authority or Offeror are a part of the contract unless expressly stated therein.

AWARD: Current Davis Bacon wage rates are applicable to this contract.

The Authority will evaluate offer in response to this solicitation without discussions and will award a contract to the responsible Firm whose offer, conforming to Request for Quotes, will be most advantageous to the Authority, considering only price and the price-related factors specified elsewhere in the solicitation.

The Authority may reject any or all offer, and waive informalities or minor irregularities in offer received.

The Authority may reject an offer as non-responsive if the prices are materially unbalanced between line items or sub-line items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Authority even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

SINGLE OR MULTIPLE AWARDS: The Authority reserves the right to award any or all items to a single offer.

INSURANCE: Upon award of the contract, the Contractor shall furnish a Certificate of Insurance providing coverage for Commercial and/or Comprehensive General Liability, Comprehensive Automobile Liability (owned and not owned), Worker’s Compensation Employers’ Liability, and, if applicable, Professional Liability Insurance.

INSURANCE REQUIREMENTS: The Contractor will maintain in full force and effect during the full term of the Contract the insurance requirements listed below, and in a solvent company or companies that maintain a rating of "B+" or better and admitted to sell insurance in California through the Department of Insurance. This insurance must be under the usual terms employed by casualty companies in California, naming the Authority and its respective members, officers, agents and...
employees as additional insured. Such insurance shall protect such additional insured and indemnify them against direct or contingent loss or liability for bodily injury, death and and/or property damage arising in any manner from the Contractor's performance of the Contract with Authority, or the nature of the services provided, or any operations under or connected with the Contract with the Authority.

1. Worker's Compensation Employers' Liability with limits as required by State California (Currently $1,000,000 for each accident).

2. Comprehensive General Liability Insurance with limits not less than $2,000,000/$1,000,000 per person occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, and Completed Operations coverage. If the Respondent firm has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion of the Contract.

3. Comprehensive Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit bodily Injury and Property Damage.

Comprehensive General Liability and Comprehensive Automotive Liability Insurance policies shall be endorsed to provide the following:

1. Name as ADDITIONAL INSURED the San Francisco Housing Authority, its Officers, and Members of Commission, Agents and Employees.

2. Such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against who claim is made or suit is brought, but the inclusion of more than one insured shall not increase the insurer's limits of liability.

3. All policies shall be endorsed to provide thirty (30) days advance written notice to the Authority of cancellation, non-renewal or reduction in coverage, mailed to the following address:

   San Francisco Housing Authority
   1815 Egbert Avenue
   San Francisco, CA 94124
   ATTN: Procurement Department

4. Certificates of Insurance, in form and with insurers satisfactory to the Authority, evidencing all coverage above, shall be furnished to the Authority prior to award and before commencing any operations under this contract, with complete copies of policies to be furnished promptly upon the written request of the Authority, at the following address:

   San Francisco Housing Authority
   1815 Egbert Avenue
   San Francisco, CA 94124
   ATTN: Procurement Department
5. Any coverage which the Contractor proposes to self-insure, or any intention to operate vehicles other than automobiles (i.e. boats, aircraft, etc.) shall require prior Authority approval of the appropriate insurance to be agreed upon.

Approval of the insurance by the Authority shall not relieve or decrease the liability of the Contractor. The contract shall terminate immediately, without notice to the Contractor, upon any lapse of required insurance coverage. The Contractor shall be advised that should the Contractor through its negligence fail to meet the professional standards of care and performance of its services that result in additional costs to the Authority, it will be the intention of the Authority to recoup these costs from the Contractor.

**AFFIRMATIVE ACTION:** The Contractor shall take affirmative action to ensure that employees and applicants for employment are not discriminated against because of race, color, creed, religion, sex, age, national origin, disability, ancestry, public assistance status, marital status or veteran status.

**W-9 SUBMITTAL:** Upon award of the contract, the Contractor shall provide a copy of its Request for Taxpayer Number and Certification (W-9) at the time and date specified by the Authority.

**TAX:** This offer shall not include California Retailers’ Occupational Tax (so called “Sales Tax”) on direct sales to the Authority or on any material incorporated into or becoming part of the work; federal excise taxes, or federal transportation taxes. The Authority will provide all contract awardees with a tax Exemption Certificate.

**PREPARATION OF OFFER:**

(a) Offers must be:
(1) Submitted on the forms furnished by the Authority or on copies of those forms, and
(2) Manually signed. The person signing must initial each erasure or change appearing on any form.
(3) Pricing based on the scope of work and duration of the project on a separate sheet.

**AVAILABILITY OF FUNDS:** This contract award is subject to availability of funds. The Authority's obligation under this contract is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the Authority for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

**TYPE OF CONTRACT:** The Authority contemplates award of a **Firm Fixed Contract** resulting from this Quote.

**TERM OF CONTRACT:** The term of the contract(s) to be awarded shall be for NINETY (90) calendar days period.

No Awards may be made to a contractor or firm that is on the list of contractors ineligible to receive awards from Authority or the United States, as furnished by HUD.
SECURITY BADGE IDENTIFICATION REQUIREMENT:
All Contractors' employees will be required to obtain and wear security badges while working at any San Francisco Housing Authority sites. The badges can be obtained from the Human Resources Department at 1815 Egbert Avenue, San Francisco, CA 94124. The Authority will charge a minimal fee of $5.00 per badge. Badges must be obtained prior to commencing work and will be turned in upon completion of the job prior to final payment.
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Instructions to Bidders for Contracts
--Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents, the Invitation for Bids (11713) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

(b) If the apparent low bid received in response to this solicitation exceeds the PHA’s/PHA’s available funding for the proposed contract work, the PHA/PHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/PHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separate price bid deductible items, if any, in their priority order set forth in the solicitation. If upon the application of the first deductible item to the initial bids, a new low bid is within the PHA’s/PHA’s available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/PHA shall apply the second deductible item. The PHA/PHA shall continue this process until an evaluated low bid, if any, is within the PHA’s/PHA’s available funding.

(c) In the case of tie low bids, award shall be made in accordance with the PHA’s/PHA’s written policy and procedures.
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(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA/s/IHA's written policy and procedures.

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

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

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

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

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

10. Assurance of Completion

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

(b) Bonds must be obtained from a guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Free copies of the circular maybe obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, SW, 2nd Floor, West Wing, Washington, D.C. 20225.

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

(2) A finding by the IHA that the contractor, either (i) awarded subcontract without using the procedure required by the IHA, (false) represented that subcontractors would be awarded to India enterprises or organizations; or, (iii) failed to comply with the contractor employment and training preference bid statement shall be ground for termination of the contract or for the assessment of penalties other remedies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Davis-Bacon - General Wage Decision: Currently applicable at time of award
General Decision Number: CA180029 06/01/2018 CA29

Superseded General Decision Number: CA20170029

State: California

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


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

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

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ASBE0016-004 01/01/2018

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>

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

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ASBE0016-008 01/01/2018

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

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

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BOIL0549-001 10/01/2016

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

AREA 2: REMAINING COUNTIES

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BRCA0003-001 08/01/2017

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MARBLE FINISHER$32.60 15.31

BRCA0003-003 08/01/2017

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MARBLE MASON$44.60 26.83

BRCA0003-005 05/01/2017

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<td>21.22</td>
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BRICKLAYER
(1) Fresno, Kings,
Madera, Mariposa, Merced....$38.45 21.22
(7) San Francisco, San Mateo...
Costa, San Benito, Santa Clara...
(9) Calaveras, San Joaquin, Stanislaus, Tuolumne...
(16) Monterey, Santa Cruz...

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tr>
<td>$42.34</td>
<td>25.83</td>
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<td>$39.66</td>
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<td>$39.51</td>
<td>23.49</td>
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BRCA0003-008 09/01/2017

<table>
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<tr>
<td>TERRAZZO FINISHER $35.14</td>
<td>16.87</td>
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<tr>
<td>TERRAZZO WORKER/SETTER $44.11</td>
<td>26.36</td>
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BRCA0003-011 04/01/2018

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

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>
| TILE FINISHER
  Area 1: $28.56 | 15.87   |
  Area 2: $25.60 | 14.30   |
  Area 3: $25.88 | 15.17   |

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>
| Tile Layer
  Area 1: $47.77 | 18.29   |
  Area 2: $42.67 | 16.81   |
  Area 3: $38.15 | 17.70   |

CARP0022-001 07/01/2017

San Francisco County

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
</table>
| Carpenters
  Bridge Builder/Highway Carpenter $46.40 | 28.71   |
  Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer $46.55 | 28.71   |
  Journeyman Carpenter $46.40 | 28.71   |
  Millwright $46.50 | 30.30   |

CARP0034-001 07/01/2017

<table>
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<th>Rates</th>
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<tbody>
<tr>
<td>Diver</td>
<td></td>
</tr>
</tbody>
</table>
  Assistant Tender, ROV $45.65 | 31.91   |
  Tender/Technician $45.65 | 31.91   |
  Diver standby $50.61 | 31.91   |
  Diver Tender $49.82 | 31.91   |
  Diver wet $95.17 | 31.91   |
Manifold Operator (mixed gas).......................... $ 54.82  31.91
Manifold Operator (Standby).................. $ 49.82  31.91

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

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

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

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

CARP0034-003 07/01/2017

| Piledriver                      | $ 46.65 | 31.91 |

CARP0035-007 07/01/2017

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

AREA 2: Monterey, San Benito, Santa Cruz Counties

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

CARP0036-007 07/01/2017

<table>
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<tr>
<th>Modular Furniture Installer</th>
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<tbody>
<tr>
<td>Area 1</td>
<td></td>
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</tr>
<tr>
<td>Installer I..................</td>
<td>$ 25.61</td>
<td>20.42</td>
</tr>
<tr>
<td>Installer II.................</td>
<td>$ 22.18</td>
<td>20.42</td>
</tr>
<tr>
<td>Lead Installer..............</td>
<td>$ 29.06</td>
<td>20.92</td>
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<tr>
<td>Master Installer............</td>
<td>$ 33.28</td>
<td>20.92</td>
</tr>
<tr>
<td>Area 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installer I..................</td>
<td>$ 22.96</td>
<td>20.42</td>
</tr>
<tr>
<td>Installer II.................</td>
<td>$ 20.01</td>
<td>20.42</td>
</tr>
<tr>
<td>Lead Installer..............</td>
<td>$ 25.93</td>
<td>20.92</td>
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<tr>
<td>Master Installer............</td>
<td>$ 29.56</td>
<td>20.92</td>
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<tr>
<td>Area 3</td>
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<tr>
<td>Installer I..................</td>
<td>$ 22.01</td>
<td>20.42</td>
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<tr>
<td>Installer II.................</td>
<td>$ 19.24</td>
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6/4/2018


Lead Installer ...........$ 24.81 20.92
Master Installer ...........$ 31.83 20.92

Carp0035-008 08/01/2017

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

Area 2: Monterey, San Benito, Santa Cruz Counties

Area 3: San Joaquin

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

Rates Fringes

Drywall Installers/Lathers:
Area 1....................$ 46.40 29.15
Area 2....................$ 40.52 29.15
Area 3....................$ 41.02 29.15
Area 4....................$ 39.67 29.15

Drywall Stocker/Scrapper
Area 1....................$ 23.20 16.88
Area 2....................$ 20.26 16.88
Area 3....................$ 20.51 16.88
Area 4....................$ 19.84 16.88

Carp0152-001 07/01/2017

Contra Costa County

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter....................$ 46.40 28.71
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer....................$ 46.55 28.71
Journeyman Carpenter........$ 46.40 28.71
Millwright....................$ 46.50 28.71

Carp0152-002 07/01/2017

San Joaquin County

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter....................$ 46.40 28.71
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer....................$ 40.67 28.71
Journeyman Carpenter........$ 40.52 28.71
Millwright....................$ 43.02 30.30

Carp0152-004 07/01/2017
Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

<table>
<thead>
<tr>
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<th>Rates</th>
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<tbody>
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<tr>
<td>Bridge Builder/Highway</td>
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<tr>
<td>Carpenter</td>
<td>$46.40</td>
<td>28.71</td>
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<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filler</td>
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<td></td>
<td>$39.32</td>
<td>28.71</td>
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<td>Journeyman Carpenter</td>
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<td>Millwright</td>
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CARP0217-001 07/01/2017

San Mateo County

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<tr>
<td>Carpenter</td>
<td>$46.40</td>
<td>28.71</td>
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<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filler</td>
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<tr>
<td></td>
<td>$46.55</td>
<td>28.71</td>
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<td>Journeyman Carpenter</td>
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<tr>
<td>Millwright</td>
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CARP0405-001 07/01/2017

Santa Clara County

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CARP0405-002 07/01/2017

San Benito County

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<td>Carpenter</td>
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<td>28.71</td>
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<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filler</td>
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<td>$40.58</td>
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<td>Journeyman Carpenter</td>
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### Santa Cruz County

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<tr>
<td>Carpenter...................</td>
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<tr>
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<td>Steel Shoring Erector, Saw</td>
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<tr>
<td>Filer.......................</td>
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### Monterey County

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<td>Filer.......................</td>
<td>$40.67</td>
<td>28.71</td>
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<tr>
<td>Journeyman Carpenter........</td>
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<td>Millwright..................</td>
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### Fresno and Madera Counties

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<td>Filer.......................</td>
<td>$39.32</td>
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<tr>
<td>Journeyman Carpenter........</td>
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<tr>
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### Alameda County

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<tr>
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<tr>
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<tr>
<td>Operator, Steel Scaffold &amp;</td>
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<tr>
<td>Steel Shoring Erector, Saw</td>
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</table>
Carpenters
Bridge Builder/Highway
Carpenter.................... $ 46.40  28.71
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.......................... $ 39.32  28.71
Journeyman Carpenter...... $ 39.17  28.71
Millwright.................... $ 41.67  30.30

San Francisco County

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

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

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.
Rates Fringes
ELECTRICIAN......................... $37.50 22.18

ELEC0100-005 12/01/2016
FRESNO, KINGS, MADERA

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

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

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

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

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

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

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

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

* ELEC0234-001 05/28/2018

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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ELECTRICIAN

<table>
<thead>
<tr>
<th>Zone</th>
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<tbody>
<tr>
<td>Zone A</td>
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<tr>
<td>Zone B</td>
<td>$50.77</td>
<td>25.62</td>
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</table>

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

Zone B: Any area outside of Zone A

* ELEC0234-003 12/01/2017

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

<table>
<thead>
<tr>
<th>Rates/Communications</th>
<th>Rates</th>
<th>Fringes</th>
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Sound & Communications

<table>
<thead>
<tr>
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<th>Technician</th>
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<tbody>
<tr>
<td>$38.02</td>
<td>$43.72</td>
</tr>
<tr>
<td>18.69</td>
<td>18.86</td>
</tr>
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</table>

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

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

* ELEC0302-001 01/01/2018

CONTRA COSTA COUNTY

<table>
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<th>Fringes</th>
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CABLE SPLICER

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<tr>
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ELECTRICIAN

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### CONTRA COSTA COUNTY

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<th>Fringes</th>
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<tr>
<td>Sound &amp; Communications</td>
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<td></td>
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<tr>
<td>Installer</td>
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<tr>
<td>Technician</td>
<td>$42.80</td>
<td>18.83</td>
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**SCOPE OF WORK:** Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

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

### SANTA CLARA COUNTY

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<thead>
<tr>
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<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>CABLE SPLICER</td>
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<tr>
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<td>$60.52</td>
<td>34.046</td>
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**FOOTNOTES:** Work under compressed air or where gas masks are required, on work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

### SANTA CLARA COUNTY

<table>
<thead>
<tr>
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<th>Rates</th>
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<tbody>
<tr>
<td>Sound &amp; Communications</td>
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<td></td>
</tr>
<tr>
<td>Installer</td>
<td>$38.82</td>
<td>18.69</td>
</tr>
<tr>
<td>Technician</td>
<td>$43.72</td>
<td>18.86</td>
</tr>
</tbody>
</table>

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

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

ELEC0595-001 06/01/2017

ALAMEDA COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>CABLE SPlicer........... $ 59.91</td>
<td>3%+34.10</td>
</tr>
<tr>
<td>ELECTRICIAN............... $ 53.25</td>
<td>3%+34.10</td>
</tr>
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</table>

ELEC0595-002 06/01/2017

CALAVERAS AND SAN JOAQUIN COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CABLE SPlicer........... $ 41.40</td>
<td>3%+28.83</td>
</tr>
</tbody>
</table>
| ELECTRICIAN
| (1) Tunnel work.......... $ 38.86 | 3%+28.83 |
| (2) All other work........ $ 36.00 | 3%+28.83 |

ELEC0595-006 12/01/2017

ALAMEDA COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>
| Sound & Communications
| Installer............... $ 38.02 | 3%+17.96 |
| Technician............. $ 43.72 | 3%+17.96 |

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

ELEC0595-008 12/01/2017

CALAVERAS AND SAN JOAQUIN COUNTIES

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<thead>
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<tr>
<td>Communications System</td>
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<tr>
<td>Installer...............</td>
<td>$ 38.02</td>
<td>3%+17.96</td>
</tr>
<tr>
<td>Technician...............</td>
<td>$ 43.72</td>
<td>3%+17.96</td>
</tr>
</tbody>
</table>

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

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

ELEC0617-001 06/01/2017

SAN MATEO COUNTY

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<tr>
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ELEC0617-003 12/01/2017

SAN MATEO COUNTY

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<tbody>
<tr>
<td>Sound &amp; Communications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installer...............</td>
<td>$ 38.02</td>
<td>19.27</td>
</tr>
<tr>
<td>Technician...............</td>
<td>$ 43.72</td>
<td>19.27</td>
</tr>
</tbody>
</table>

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

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

* ELEC0684-001 06/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 38.00</td>
<td>3%+21.33</td>
</tr>
</tbody>
</table>

CABLE SPLICER = 110% of Journeyman Electrician

* ELEC0684-004 12/01/2016

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>Constructors System</td>
<td></td>
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<tr>
<td>Installer..................$ 30.64 3%+17.86</td>
<td></td>
</tr>
<tr>
<td>Technician.................$ 34.89 3%+17.86</td>
<td></td>
</tr>
</tbody>
</table>

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

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

* ELEC1245-001 06/01/2017
LINE CONSTRUCTION
(1) Lineman; Cable splicer..$ 55.49 16.62
(2) Equipment specialist
(operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution
line equipment)...........$ 44.32 3%+17.65
(3) Groundman...............$ 33.89 3%+17.65
(4) Powderman..............$ 49.55 3%+17.65


----------------------------------------
ELEV@008-001 01/01/2018

Rates Fringes

ELEVATOR MECHANIC...........$ 65.45 32.645

FOOTNOTE:
PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

----------------------------------------
ENG10003-001 06/26/2017

"AREA 1" WAGE RATES ARE LISTED BELOW

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

SEE AREA DEFINITIONS BELOW

----------------------------------------
Rates Fringes

OPERATOR: Power Equipment
(AREA 1):
GROUP 1......................$ 44.67 30.39
GROUP 2......................$ 43.14 30.39
GROUP 3......................$ 41.66 30.39
GROUP 4......................$ 40.28 30.39
GROUP 5......................$ 39.01 30.39
GROUP 6......................$ 37.69 30.39
GROUP 7......................$ 36.55 30.39
GROUP 8......................$ 35.41 30.39
GROUP 8-A....................$ 33.20 30.39

OPERATOR: Power Equipment
(Cranes and Attachments - AREA 1):
GROUP 1
Cranes......................$ 46.30 30.39
Oiler......................$ 36.63 30.39
Truck crane oiler.........$ 39.20 30.39

GROUP 2
Cranes......................$ 43.79 30.39
<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Oiler</td>
<td>$36.36</td>
<td>30.39</td>
</tr>
<tr>
<td>Truck crane oiler</td>
<td>$38.98</td>
<td>30.39</td>
</tr>
<tr>
<td><strong>GROUP 3</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cranes</td>
<td>$42.05</td>
<td>30.39</td>
</tr>
<tr>
<td>Hydraulic</td>
<td>$38.32</td>
<td>30.39</td>
</tr>
<tr>
<td>Oiler</td>
<td>$36.14</td>
<td>30.39</td>
</tr>
<tr>
<td>Truck Crane Oiler</td>
<td>$38.71</td>
<td>30.39</td>
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<tr>
<td><strong>GROUP 4</strong></td>
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<tr>
<td>Cranes</td>
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**OPERATOR: Power Equipment**

(Piledriving - AREA 1:)

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<tbody>
<tr>
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<tr>
<td>Lifting devices</td>
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<tr>
<td>Oiler</td>
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<tr>
<td>Truck crane oiler</td>
<td>$39.20</td>
<td>30.39</td>
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<td><strong>GROUP 2</strong></td>
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<tr>
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<td>Oiler</td>
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<td>30.39</td>
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<tr>
<td>Truck Crane Oiler</td>
<td>$38.98</td>
<td>30.39</td>
</tr>
<tr>
<td><strong>GROUP 3</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lifting devices</td>
<td>$42.39</td>
<td>30.39</td>
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<tr>
<td>Oiler</td>
<td>$36.14</td>
<td>30.39</td>
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<tr>
<td>Truck Crane Oiler</td>
<td>$38.71</td>
<td>30.39</td>
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<tr>
<td><strong>GROUP 4</strong></td>
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<td></td>
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<td>30.39</td>
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<tr>
<td><strong>GROUP 5</strong></td>
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<td></td>
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<tr>
<td>Lifting devices</td>
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<td><strong>GROUP 6</strong></td>
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<tr>
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**OPERATOR: Power Equipment**

(Steel Erection - AREA 1:)

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<td><strong>GROUP 1</strong></td>
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<tr>
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<td>Truck Crane Oiler</td>
<td>$39.20</td>
<td>30.39</td>
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<td><strong>GROUP 2</strong></td>
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<tr>
<td>Truck Crane Oiler</td>
<td>$38.98</td>
<td>30.39</td>
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<td>Cranes</td>
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<td>Hydraulic</td>
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<tr>
<td>Oiler</td>
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</tr>
<tr>
<td>Truck Crane Oiler</td>
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<td>30.39</td>
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<td><strong>GROUP 4</strong></td>
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<td></td>
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<tr>
<td>Cranes</td>
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<td>30.39</td>
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<tr>
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<tr>
<td>Cranes</td>
<td>$35.13</td>
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**OPERATOR: Power Equipment**

(Tunnel and Underground Work - AREA 1:)

**SHAFTS, STOPES, RAISES:**

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<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GROUP 1</strong></td>
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<td></td>
</tr>
<tr>
<td>SHAFTS</td>
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<tr>
<td><strong>GROUP 1-A</strong></td>
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<tr>
<td>STOPES</td>
<td>$43.24</td>
<td>30.39</td>
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<tr>
<td>RAISES</td>
<td>$39.51</td>
<td>30.39</td>
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<tr>
<td>SHAFTS</td>
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<tr>
<td><strong>GROUP 5</strong></td>
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<tr>
<td>RAISES</td>
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**UNDERGROUND:**

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<th>Cost</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GROUP 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SHAFTS</td>
<td>$40.67</td>
<td>30.39</td>
</tr>
<tr>
<td><strong>GROUP 1-A</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STOPES</td>
<td>$43.14</td>
<td>30.39</td>
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<tr>
<td><strong>GROUP 2</strong></td>
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</tr>
<tr>
<td>RAISES</td>
<td>$39.41</td>
<td>30.39</td>
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<tr>
<td><strong>GROUP 3</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SHAFTS</td>
<td>$38.08</td>
<td>30.39</td>
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<tr>
<td><strong>GROUP 4</strong></td>
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<tr>
<td>STOPES</td>
<td>$36.94</td>
<td>30.39</td>
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<tr>
<td><strong>GROUP 5</strong></td>
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<td></td>
</tr>
<tr>
<td>RAISES</td>
<td>$35.80</td>
<td>30.39</td>
</tr>
</tbody>
</table>

FOOTNOTE: Work suspended by ropes or cables, or work on a
Yo-Yo Cat: $0.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu.
yds. up to 7 cu. yds.; Licensed construction work boat
operator, on site; Power blade operator (finish); Power
shovels, over 1 cu. yd. up to and including 7 cu. yds.
m.r.c.

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

GROUP 4: Asphalt plant engineer/box person; Chicago boom;
Combination backhoe and loader up to and including 3/4 cu.
yd.; Concrete batch plant (wet or dry); Dozer and/or push
cat; Pull-type elevating loader; Gradesetter, grade
checker (GPS, mechanical or otherwise); Grooving and
grinding machine; Heading shield operator; Heavy-duty
drilling equipment, Hughes, LDH, Watson 3000 or similar;
Heavy-duty repairperson and/or welder; Lime spreader;
Loader under 4 cu. yds.; Lubrication and service engineer
(mobile and grease rack); Mechanical finishers or spreader
machine (asphalt, Barber-Greene and similar); Miller
Formless M-9000 slope paver or similar; Portable crushing
and screening plants; Power blade support; Roller operator,
asphalt; Rubber-tired scraper, self-loading (paddle-wheels,
etc.); Rubber-tired earthmoving equipment (scrapers); Slip
form paver (concrete); Small tractor with drag; Soil
stabilizer (P & H or equal); Spider plow and spider puller;
Tubex pile rig; Unlicensed construction work boat operator,
on site; Timber skidder; Track loader up to 4 yds.;
Tractor-drawn scraper; Tractor, compressor drill
combination; Welder; Woods-Mixer (and other similar Pugmill
equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination
slusher and motor operator; Concrete conveyor or concrete
pump, truck or equipment mounted; Concrete conveyor,
building site; Concrete pump or pumpcrete gun; Drilling
equipment, Watson 2000, Texoma 700 or similar; Drilling
and boring machinery, horizontal (not to apply to waterliners,
wagon drills or jackhammers); Concrete mixer/all; Person
and/or material hoist; Mechanical finishers (concrete)
(Clary, Johnson, Bidwell Bridge Deck or similar types);
Mechanical burn, curb and/or curb and gutter machine,
concrete or asphalt); Mine or shaft hoist; Portable
crusher; Power jumbo operator (setting slip-forms, etc., in
tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagthborg 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/gunita); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunita/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

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

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

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

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

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

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty
repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

---------------------------------------------

AREA DESCRIPTIONS:

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

AREA 1: ALAMEDA, CALAVeraS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPoSA, MERcED, MONTEREY, SAN BENITO, SAN FRANcisco, SAN JOAQuIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2: NOTED BELOW

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

CAlaVeRaS COUNTy:
Area 1: Remainder
Area 2: Eastern Part

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

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

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

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
ENGI0003-008 07/01/2017

Dredging: (DREDGING;
CLAMSHELL & DIPPER DREDGING;
HYDRAULIC SUCTION DREDGING:)

AREA 1:
(1) Leverman................$ 44.77 31.25
(2) Dredge Dozer; Heavy
duty repairman.............$ 39.81 31.25
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator...................$ 38.69 31.25
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 35.39 31.25

AREA 2:
(1) Leverman................$ 46.77 31.25
(2) Dredge Dozer; Heavy
duty repairman.............$ 41.81 31.25
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator...................$ 40.69 31.25
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 37.39 31.25

AREA DESCRIPTIONS

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

AREA 2: MODOC COUNTY

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

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part
GLEN 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
SEE AREA DESCRIPTIONS BELOW

OPERATOR: Power Equipment (Landscape work only)

<table>
<thead>
<tr>
<th>Group</th>
<th>Area 1</th>
<th>Area 2</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1</td>
<td>$34.05</td>
<td>$36.05</td>
<td>28.73</td>
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<tr>
<td>Group 2</td>
<td>$30.45</td>
<td>$32.45</td>
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</tr>
<tr>
<td>Group 3</td>
<td>$25.84</td>
<td>$27.84</td>
<td>28.73</td>
</tr>
</tbody>
</table>

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, Hydrapgraphic 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
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 Northeaster border with Shasta County
Area 2: Remainder

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

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

IRON0377-002 01/01/2017

<table>
<thead>
<tr>
<th>Rates</th>
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<tbody>
<tr>
<td>Ironworkers:</td>
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<tr>
<td>Fence Erector..........</td>
<td>$29.58</td>
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<tr>
<td>Ornamental, Reinforcing and Structural.........</td>
<td>$36.00</td>
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</table>

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,

$4.00 additional per hour at the following locations:

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

$2.00 additional per hour at the following locations:

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

LAB00067-002 12/01/2017

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

AREA "B" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES
### Asbestos Removal Laborer

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>All Counties</td>
<td>$23.00</td>
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<tr>
<td>LABORER (Lead Removal)</td>
<td></td>
</tr>
<tr>
<td>Area A</td>
<td>$30.70</td>
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<tr>
<td>Area B</td>
<td>$29.70</td>
</tr>
</tbody>
</table>

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

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**LABO0073-002 06/26/2017**

### Calaveras and San Joaquin Counties

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>LABORER (TRAFFIC CONTROL/LANE CLOSURE)</td>
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<tr>
<td>Escort Driver, Flag Person</td>
<td>$28.54</td>
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<tr>
<td>Traffic Control Person I</td>
<td>$28.84</td>
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<tr>
<td>Traffic Control Person II</td>
<td>$26.34</td>
</tr>
</tbody>
</table>

**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.

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**LABO0073-003 07/01/2017**

### San Joaquin County

<table>
<thead>
<tr>
<th>Rates</th>
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<tr>
<td>LABORER</td>
<td></td>
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<tr>
<td>Mason Tender-Brick</td>
<td>$30.45</td>
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**LABO0073-005 06/26/2017**

### Tunnel and Shaft Laborers:

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<td>GROUP 2</td>
<td>$36.37</td>
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<tr>
<td>GROUP 3</td>
<td>$36.12</td>
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<tr>
<td>GROUP 4</td>
<td>$35.67</td>
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<tr>
<td>GROUP 5</td>
<td>$35.13</td>
</tr>
<tr>
<td>Shotcrete Specialist</td>
<td>$37.12</td>
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</table>

**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, powermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzlemen; 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

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LAB00073-007 06/27/2017

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT LABORERS)

Construction Specialist

Group ........................$ 29.49 22.38
GROUP 1 ....................$ 28.79 22.38
GROUP 1-a ..................$ 29.01 22.38
GROUP 1-c ..................$ 28.84 22.38
GROUP 1-e ..................$ 29.34 22.38
GROUP 1-f ..................$ 29.37 22.38
GROUP 2 ....................$ 28.64 22.38
GROUP 3 ....................$ 28.54 22.38
GROUP 4 ....................$ 22.23 22.38

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

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS)

(1) New Construction.......$ 28.54 22.31
(2) Establishment Warranty Period.....................$ 22.23 22.31

LABORER (GUNITE)

GROUP 1 ....................$ 29.75 22.31
GROUP 2 ....................$ 29.25 22.31
GROUP 3 ....................$ 28.66 22.31
GROUP 4 ....................$ 28.54 22.31

LABORER (WRECKING)

GROUP 1 ....................$ 28.79 22.31
GROUP 2 ....................$ 28.64 22.31

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.
LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bender, 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 pipelayers); 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 TW-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

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

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

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

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

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

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

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

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

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS
GROUP 1: Structural Nozzleman
GROUP 2: Nozzleman, Gunman, Potman, Groundman
GROUP 3: Reboundman
GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB0073-009 07/01/2017

CALAVERAS AND SAN JOAQUIN COUNTIES

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<thead>
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<tbody>
<tr>
<td>LABORER (Plaster Tender)........ $ 31.02</td>
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Work on a swing stage scaffold: $1.00 per hour additional.

LAB00261-003 06/26/2017

SAN FRANCISCO AND SAN MATEO COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
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<tr>
<td>LABORER (TRAFFIC CONTROL/LANE CLOSURE)</td>
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<tr>
<td>Escort Driver, Flag Person......... $ 29.54</td>
<td>22.17</td>
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<tr>
<td>Traffic Control Person I........... $ 29.84</td>
<td>22.17</td>
</tr>
<tr>
<td>Traffic Control Person II........... $ 27.34</td>
<td>22.17</td>
</tr>
</tbody>
</table>

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00261-005 06/26/2017

SAN FRANCISCO AND SAN MATEO COUNTIES

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<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Tunnel and Shaft Laborers:</td>
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<tr>
<td>GROUP 1....................... $ 36.60</td>
<td>21.72</td>
</tr>
<tr>
<td>GROUP 2....................... $ 36.37</td>
<td>21.72</td>
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<tr>
<td>GROUP 3....................... $ 36.12</td>
<td>21.72</td>
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<tr>
<td>GROUP 4....................... $ 35.67</td>
<td>21.72</td>
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<tr>
<td>GROUP 5....................... $ 35.13</td>
<td>21.72</td>
</tr>
<tr>
<td>Shotcrete Specialist............ $ 37.12</td>
<td>21.72</td>
</tr>
</tbody>
</table>

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


<table>
<thead>
<tr>
<th>LABORER (CONSTRUCTION CRAFT)</th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>LABORERS - AREA A:)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Specialist</td>
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<tr>
<td>Group</td>
<td>$30.49</td>
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<tr>
<td>GROUP 1</td>
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<td>GROUP 1-a</td>
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<td>GROUP 1-c</td>
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<td>GROUP 1-e</td>
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<td>GROUP 1-f</td>
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<td>GROUP 2</td>
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<td>GROUP 3</td>
<td>$29.54</td>
<td>22.38</td>
</tr>
<tr>
<td>GROUP 4</td>
<td>$23.23</td>
<td>22.38</td>
</tr>
</tbody>
</table>

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

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction.......$29.54  22.31
(2) Establishment Warranty Period...............$23.23  22.31

LABORER (WRECKING - AREA A:)

GROUP 1                      | $29.79 | 22.31   |
GROUP 2                      | $29.64 | 22.31   |

Laborers: (GUNITE - AREA A:)

GROUP 1                      | $30.75 | 22.31   |
GROUP 2                      | $30.25 | 22.31   |
GROUP 3                      | $29.66 | 22.31   |
GROUP 4                      | $29.54 | 22.31   |

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

GROUP 1-a: Joy drill model TW-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 covers have 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 pilers; 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.
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The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".
GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

SAN FRANCISCO AND SAN MATEO COUNTIES:

<table>
<thead>
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<th>Rates</th>
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<tbody>
<tr>
<td>MASON TENDER, BRICK............ $ 33.18</td>
<td>21.49</td>
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</table>

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

SAN FRANCISCO AND SAN MATEO COUNTIES:

<table>
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<tbody>
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Work on a swing stage scaffold: $1.00 per hour additional.

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

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<tr>
<th>Rates</th>
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<tbody>
<tr>
<td>LABORER (TRAFFIC CONTROL/LANE CLOSURE)</td>
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</tr>
<tr>
<td>Escort Driver, Flag Person</td>
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</tr>
<tr>
<td>Area A........................ $ 29.54</td>
<td>22.17</td>
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<tr>
<td>Area B........................ $ 28.54</td>
<td>22.17</td>
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<tr>
<td>Traffic Control Person I</td>
<td></td>
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<tr>
<td>Area A....................... $ 29.84</td>
<td>22.17</td>
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<tr>
<td>Area B....................... $ 28.84</td>
<td>22.17</td>
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<tr>
<td>Traffic Control Person II</td>
<td></td>
</tr>
<tr>
<td>Area A....................... $ 27.34</td>
<td>22.17</td>
</tr>
<tr>
<td>Area B....................... $ 26.34</td>
<td>22.17</td>
</tr>
</tbody>
</table>
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.

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LAB00270-004 06/26/2017

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

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<td>Tunnel and Shaft Laborers:</td>
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<tr>
<td>GROUP 1 ..................$ 36.60</td>
<td>24.83</td>
</tr>
<tr>
<td>GROUP 2 ..................$ 36.37</td>
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<td>24.83</td>
</tr>
<tr>
<td>Shotcrete Specialist.......$ 37.12</td>
<td>24.83</td>
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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

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LAB00270-005 07/01/2017

MONTEREY AND SAN BENITO COUNTIES

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LAB00270-007 06/27/2017

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

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</table>
LABORER (CONSTRUCTION CRAFT)
LABORERS - AREA B

Construction Specialist
Group...................... $ 29.49  22.38
GROUP 1.................... $ 28.79  22.38
GROUP 1-a.................. $ 29.01  22.38
GROUP 1-c.................. $ 28.84  22.38
GROUP 1-e.................. $ 29.34  22.38
GROUP 1-f.................. $ 29.37  22.38
GROUP 2.................... $ 28.64  22.38
GROUP 3.................... $ 28.54  22.38
GROUP 4.................... $ 22.23  22.38

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

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B)

(1) New Construction....... $ 28.54  22.31
(2) Establishment Warranty Period...................... $ 22.23  22.31

LABORER (GUNITE - AREA B)
GROUP 1.................... $ 29.75  22.31
GROUP 2.................... $ 29.25  22.31
GROUP 3.................... $ 28.66  22.31
GROUP 4.................... $ 28.54  22.31

LABORER (WRECKING - AREA B)
GROUP 1.................... $ 28.79  22.31
GROUP 2.................... $ 28.64  22.31

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

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

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

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

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

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

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

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

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

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

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LAB00270-010 06/26/2017

SANTA CLARA COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
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</tr>
</thead>
<tbody>
<tr>
<td>$ 30.49</td>
<td>22.38</td>
</tr>
</tbody>
</table>

GROUP 1 .................. $ 29.79 22.38
GROUP 1-a.............. $ 30.01 22.38
GROUP 1-c.............. $ 29.84 22.38
GROUP 1-e.............. $ 30.34 22.38
GROUP 1-f.............. $ 30.37 22.38
GROUP 2.................. $ 29.64 22.38
GROUP 3.................. $ 29.54 22.38
GROUP 4.................. $ 23.23 22.38

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

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)
(1) New Construction ........ $ 29.54 22.31
(2) Establishment Warranty 
   Period .................. $ 23.23 22.31

LABORER (GUNITE - AREA A:)
GROUP 1 .................. $ 30.75 22.31
GROUP 2 .................. $ 30.25 22.31
GROUP 3 .................. $ 29.66 22.31
GROUP 4 .................. $ 29.54 22.31

LABORER (WRECKING - AREA A:)
GROUP 1 .................. $ 29.79 22.31
GROUP 2 .................. $ 29.64 22.31

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging
scaffolds, belts shall receive $0.25 per hour above the
applicable wage rate. This shall not apply to workers
entitled to receive the wage rate set forth in Group 1-a
below.

-------------------------------------

LABORER CLASSIFICATIONS

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

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

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

--------------------------------------------------------

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

--------------------------------------------------------

WRECKING WORK LABORER CLASSIFICATIONS

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

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

--------------------------------------------------------

LAB00270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

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<thead>
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<th>Rates</th>
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</thead>
<tbody>
<tr>
<td>LABORER (Plaster Tender).......$34.70</td>
<td>21.22</td>
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Work on a swing stage scaffold: $1.00 per hour additional.

--------------------------------------------------------

LAB00294-001 07/01/2017

FRESNO, KINGS AND MADERA COUNTIES
LABORER (Brick)
Mason Tender-Brick............$ 30.45  21.04

LAB00294-002 06/26/2017

FRESNO, KINGS, AND MADERA COUNTIES

LABORER (TRAFFIC CONTROL/LANE CLOSURE)
Escort Driver, Flag Person...$ 28.54  22.17
Traffic Control Person I....$ 28.84  22.17
Traffic Control Person II...$ 26.34  22.17

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.

LAB00294-005 06/26/2017

FRESNO, KINGS, AND MADERA COUNTIES

Tunnel and Shaft Laborers:
GROUP 1..........................$ 36.60  24.83
GROUP 2..........................$ 36.37  24.83
GROUP 3..........................$ 36.12  24.83
GROUP 4..........................$ 35.67  24.83
GROUP 5..........................$ 35.13  24.83
Shotcrete Specialist.............$ 37.12  24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunnman & 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
<table>
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<td>$29.49</td>
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See groups 1-b and 1-d under laborer classifications.

LABORER (CONSTRUCTION CRAFT)

LABORERS - AREA B:

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<thead>
<tr>
<th>Group</th>
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<tr>
<td>Group 1</td>
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<td>Group 1-e</td>
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<td>Group 1-f</td>
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</tr>
<tr>
<td>Group 4</td>
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<td>22.38</td>
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LABORER (HORTICULTURAL & LANDSCAPE)

LABORERS - AREA B:

(1) New Construction | $28.54 | 22.31
(2) Establishment Warranty

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<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
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LABORER (GUNITE - AREA B:)

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</thead>
<tbody>
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<td>22.31</td>
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<tr>
<td>Group 2</td>
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<td>22.31</td>
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<td>Group 4</td>
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<td>22.31</td>
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LABORER (WRECKING - AREA B:)

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<th>Fringes</th>
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<tbody>
<tr>
<td>Group 1</td>
<td>$28.79</td>
<td>22.31</td>
</tr>
<tr>
<td>Group 2</td>
<td>$28.64</td>
<td>22.31</td>
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</tbody>
</table>

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; Fallers, 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; Riprapt 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; Vibrascreeed, 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

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

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

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

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

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

----------------------------------
GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

----------------------------------
WRECKING WORK LABORER CLASSIFICATIONS

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

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

----------------------------------
JOAQUIN, STANISLAUS & TUOLUMNE

Rates Fringes

Plasterer tender.................$ 31.02 22.52

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

LAB00294-011 07/01/2017

FRESNO, KINGS, AND MADERA COUNTIES

Rates Fringes

LABORER (Plaster Tender).........$ 31.02 22.52

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

LAB00304-002 06/26/2017

ALAMEDA COUNTY

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

- Escort Driver, Flag Person.. $ 29.54 22.17
- Traffic Control Person I.... $ 29.84 22.17
- Traffic Control Person II... $ 27.34 22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00304-003 06/26/2017

ALAMEDA COUNTY

Rates Fringes

Tunnel and Shaft Laborers:

- GROUP 1...................... $ 36.60 24.83
- GROUP 2...................... $ 36.37 24.83
- GROUP 3...................... $ 36.12 24.83
- GROUP 4...................... $ 35.67 24.83
- GROUP 5...................... $ 35.13 24.83
- Shotcrete Specialist....... $ 37.12 24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete 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

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LAB00304-004 06/27/2017

ALAMEDA COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT)
LABORERS - AREA A:)

Construction Specialist

Group ......................................$ 30.49 22.38
GROUP 1...............................$ 29.79 22.38
GROUP 1-a...........................$ 30.01 22.38
GROUP 1-c...........................$ 29.84 22.38
GROUP 1-e...........................$ 30.34 22.38
GROUP 1-f...........................$ 30.37 22.38
GROUP 2...............................$ 29.64 22.38
GROUP 3...............................$ 29.54 22.38
GROUP 4...............................$ 23.23 22.38

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

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE)
LABORERS - AREA A:)

(1) New Construction........$ 29.54 22.31
(2) Establishment Warranty
 Period.....................$ 23.23 22.31

LABORER (GUNITE - AREA A:)

GROUP 1.............................$ 30.75 22.31
GROUP 2.............................$ 30.25 22.31
GROUP 3.............................$ 29.66 22.31
GROUP 4.............................$ 29.54 22.31

LABORER (WRECKING - AREA A:)

GROUP 1............................$ 29.79 22.31
GROUP 2............................$ 29.64 22.31

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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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, bender, 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-1t 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, trench jacking, 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 toppper; Bit grinder

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

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

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

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

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

GROUP 2: Asphalt shovel; 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; Slooper; 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
pieler; 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: Reboundeman

GROUP 4: Gunite laborer
**WRECKING WORK LABORER CLASSIFICATIONS**

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

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

---

**LAB00304-005 05/01/2017**

**ALAMEDA COUNTY**

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>$33.18</td>
<td>21.49</td>
</tr>
</tbody>
</table>

**FOOTNOTES:** Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

---

**LAB00304-008 07/01/2017**

**ALAMEDA AND CONTRA COSTA COUNTIES:**

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<thead>
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<tbody>
<tr>
<td>$34.70</td>
<td>23.11</td>
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Work on a swing stage scaffold: $1.00 per hour additional.

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**LAB00324-002 06/26/2017**

**CONTRA COSTA COUNTY**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

**LABORER (TRAFFIC CONTROL/LANE CLOSURE)**

- Escort Driver, Flag Person...$ 29.54 22.17
- Traffic Control Person I...$ 29.84 22.17
- Traffic Control Person II...$ 27.34 22.17

**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.

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**LAB00324-006 06/26/2017**

**CONTRA COSTA COUNTY**

<table>
<thead>
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<th>Rates</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</table>

**Tunnel and Shaft Laborers:**

- **GROUP 1**.................$ 36.60 21.72
- **GROUP 2**................$ 36.37 21.72
- **GROUP 3**................$ 36.12 21.72
- **GROUP 4**................$ 35.67 21.72
GROUP 5.................$ 35.13     21.72
Shotcrete Specialist.....$ 37.12     21.72

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 screeedm; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00324-012 06/27/2017

CONTRA COSTA COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</table>
| LABORER (CONSTRUCTION CRAFT)
LABORERS - AREA A:|
| Construction Specialist |
| Group....................$ 30.49 | 22.38 |
| GROUP 1....................$ 29.79 | 22.38 |
| GROUP 1-a..................$ 30.01 | 22.38 |
| GROUP 1-c..................$ 29.84 | 22.38 |
| GROUP 1-e..................$ 30.34 | 22.38 |
| GROUP 1-f..................$ 30.37 | 22.38 |
| GROUP 1-g..................$ 29.99 | 22.38 |
| GROUP 2....................$ 29.64 | 22.38 |
| GROUP 3....................$ 29.54 | 22.38 |
| GROUP 4....................$ 23.23 | 22.38 |

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

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)
(1) New Construction.......$ 29.54 | 22.31 |
(2) Establishment Warranty |
Period.....................$ 23.23 | 22.31 |
LABORER (GUNITE - AREA A:)
| GROUP 1....................$ 30.75 | 22.31 |
| GROUP 2....................$ 30.25 | 22.31 |
| GROUP 3....................$ 29.66 | 22.31 |
| GROUP 4....................$ 29.54 | 22.31 |
LABORER (WRECKING - AREA A:)
| GROUP 1....................$ 29.79 | 22.31 |
| GROUP 2....................$ 29.64 | 22.31 |
FOOTNOTES:
Laborers working off or with or from bos’n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

-GUNITE LABORER CLASSIFICATIONS-

GROUP 1: Structural Nozzlemaster

GROUP 2: Nozzlemaster, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

-WRECKING WORK LABORER CLASSIFICATIONS-

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

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

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

-LAB00324-014 05/01/2017-

CONTRA COSTA COUNTY:

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<tbody>
<tr>
<td>Brick Tender</td>
<td>$33.18</td>
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</table>

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

-LAB00324-018 07/01/2017-

ALAMEDA AND CONTRA COSTA COUNTIES:

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<tbody>
<tr>
<td>Plasterer tender</td>
<td>$34.70</td>
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Work on a swing stage scaffold: $1.00 per hour additional.
LAB01130-002 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

<table>
<thead>
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<th>Rates</th>
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<tbody>
<tr>
<td>Escort Driver, Flag Person.. $ 28.54</td>
<td>22.17</td>
</tr>
<tr>
<td>Traffic Control Person I... $ 28.84</td>
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</tr>
<tr>
<td>Traffic Control Person II... $ 26.34</td>
<td>22.17</td>
</tr>
</tbody>
</table>

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB01130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

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<tr>
<td>Tunnel and Shaft Laborers: GROUP 1................. $ 36.60</td>
<td>24.83</td>
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<tr>
<td>GROUP 2.................. $ 36.37</td>
<td>24.83</td>
</tr>
<tr>
<td>GROUP 3................. $ 36.12</td>
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<td>GROUP 4.................. $ 35.67</td>
<td>24.83</td>
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<tr>
<td>GROUP 5.................. $ 35.13</td>
<td>24.83</td>
</tr>
<tr>
<td>Shotcrete Specialist....... $ 37.12</td>
<td>24.83</td>
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</table>

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 screedmen; 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
### LABORER

**Mason Tender-Brick** : $30.45  
**Fringes** : 21.04

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**LABORERS (CONSTRUCTION CRAFT)**

**LABORERS - AREA B:**

- **Construction Specialist**
  - Group: $29.49
  - Group 1: $28.79
  - Group 1-a: $29.01
  - Group 1-c: $28.84
  - Group 1-e: $29.34
  - Group 1-f: $29.37
  - Group 2: $28.64
  - Group 3: $28.54
  - Group 4: $22.23

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

**LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE)**

**LABORERS - AREA B:**

1. New Construction: $28.54  
2. Establishment Warranty Period: $22.23

**LABORER (GUNITE - AREA B):**

- Group 1: $29.75
- Group 2: $29.25
- Group 3: $28.66
- Group 4: $28.54

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

- Group 1: $28.79
- Group 2: $28.64

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**FOOTNOTES:**

Laborers working off or with or from boss'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 shotcrete

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

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

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

A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzlemat

GROUP 2: Nozzlemat, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

Rates | Fringes
---|---
Plasterer tender | $31.02 | 22.52

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

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

Rates | Fringes
---|---
LABORER (Plaster Tender) | $31.02 | 22.52

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

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

Rates | Fringes
---|---
Painters | $40.62 | 23.83

PREMIUMS:

EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per hour additional

Drywall Finisher/Taper

Rates | Fringes
---|---
AREA 1 | $45.16 | 26.74
AREA 2 | $41.03 | 25.34
ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$48.00</td>
<td>26.03</td>
</tr>
</tbody>
</table>

PAIN0016-015 01/01/2018

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brush</td>
<td>$32.91</td>
</tr>
<tr>
<td></td>
<td>19.26</td>
</tr>
</tbody>
</table>

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

PAIN0016-022 01/01/2018

SAN FRANCISCO COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>$44.24</td>
<td>23.83</td>
</tr>
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</table>

PAIN0169-001 01/01/2018

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$35.00</td>
<td>26.26</td>
</tr>
</tbody>
</table>

PAIN0169-005 01/01/2018

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$46.13</td>
<td>28.04</td>
</tr>
</tbody>
</table>

PAIN0294-004 01/01/2018

FRESNO, KINGS AND MADERA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brush, Roller</td>
<td>$29.78</td>
</tr>
<tr>
<td>Drywall Finisher/Taper</td>
<td>$34.87</td>
</tr>
<tr>
<td></td>
<td>18.11</td>
</tr>
<tr>
<td></td>
<td>23.68</td>
</tr>
</tbody>
</table>

FOOTNOTE:
Spray Painters & Paperhangers receive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2018

FRESNO, KINGS & MADERA

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$31.49</td>
<td>20.48</td>
</tr>
</tbody>
</table>

PAIN0767-001 01/01/2018

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$34.57</td>
<td>28.25</td>
</tr>
</tbody>
</table>


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

PAIN1176-001 01/01/2017

HIGHWAY IMPROVEMENT

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>$34.41</td>
<td>16.31</td>
</tr>
<tr>
<td>$29.25</td>
<td>16.31</td>
</tr>
<tr>
<td>$29.59</td>
<td>16.31</td>
</tr>
</tbody>
</table>

CLASSIFICATIONS

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

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2018

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$34.81</td>
<td>21.51</td>
</tr>
</tbody>
</table>

PLAS0066-002 07/01/2017
### ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLASTERER</td>
<td>$40.51</td>
<td>27.13</td>
</tr>
<tr>
<td>PLAS0300-001 07/01/2014</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLASTERER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AREA 188: Fresno</td>
<td>$29.44</td>
<td>22.26</td>
</tr>
<tr>
<td>AREA 224: San Benito, Santa Clara, Santa Cruz</td>
<td>$31.59</td>
<td>22.26</td>
</tr>
<tr>
<td>AREA 295: Calaveras &amp; San Joaquin Counties</td>
<td>$31.41</td>
<td>22.26</td>
</tr>
<tr>
<td>AREA 337: Monterey County, Merced, Stanislaus, Tuolumne Counties</td>
<td>$31.41</td>
<td>22.26</td>
</tr>
<tr>
<td>PLAS0300-005 07/01/2017</td>
<td></td>
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</tr>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER</td>
<td>$39.20</td>
<td>19.71</td>
</tr>
<tr>
<td>PLUM0038-001 07/01/2017</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SAN FRANCISCO COUNTY

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)</td>
<td>$70.00</td>
<td>43.24</td>
</tr>
<tr>
<td>PLUM0038-005 07/01/2017</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SAN FRANCISCO COUNTY

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscape/Irrigation Fitter (Underground/Utility Fitter)</td>
<td>$59.50</td>
<td>38.24</td>
</tr>
<tr>
<td>PLUM0062-001 01/01/2018</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### MONTEREY AND SANTA CRUZ COUNTIES

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER &amp; STEAMFITTER</td>
<td>$42.30</td>
<td>31.69</td>
</tr>
<tr>
<td>PLUM0159-001 07/01/2017</td>
<td></td>
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</tbody>
</table>

### CONTRA COSTA COUNTY

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumber and steamfitter (1) Refrigeration</td>
<td>$56.92</td>
<td>35.94</td>
</tr>
<tr>
<td>(2) All other work</td>
<td>$55.92</td>
<td>34.44</td>
</tr>
</tbody>
</table>
FRESNO, KINGS & MADERA COUNTIES

Rates Fringes
PLUMBER & STEAMFITTER............$ 39.40 30.89

FRESNO, MERCEDE & SAN JOAQUIN COUNTIES

Rates Fringes
PLUMBER (PIPE TRADESMAN)........$ 13.00 10.74

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

ALAMEDA & CONTRA COSTA COUNTIES

Rates Fringes
PIPEFITTER

CONTRA COSTA COUNTY............$ 58.10 42.45
PLUMBER, PIPEFITTER,
STEAMFITTER
ALAMEDA COUNTY.............$ 58.10 42.45

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA,
MARIPOSA, MERCEDE, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO,
SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

Rates Fringes
Underground Utility Worker
/Landscape Fitter............$ 26.85 15.05
### SAN BENITO AND SANTA CLARA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$60.91</td>
<td>39.58</td>
</tr>
</tbody>
</table>

### CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$41.00</td>
<td>29.37</td>
</tr>
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### SAN MATEO COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$62.70</td>
<td>34.21</td>
</tr>
</tbody>
</table>

### FRESNO, KINGS, AND MADERA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$26.01</td>
<td>14.21</td>
</tr>
</tbody>
</table>

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

### SAN FRANCISCO & SAN MATEO COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$37.88</td>
<td>18.22</td>
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</table>

### ALAMEDA AND CONTRA COSTA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$38.20</td>
<td>16.81</td>
</tr>
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</table>

### CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rates</td>
</tr>
<tr>
<td>------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>ROOFER</td>
<td>$38.20</td>
</tr>
<tr>
<td></td>
<td>-------</td>
</tr>
<tr>
<td>ROOF00095-002 08/01/2017</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROOFER Journeyman</td>
<td>$41.56</td>
<td>17.47</td>
</tr>
<tr>
<td>Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker</td>
<td>$42.36</td>
<td>16.42</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPRINKLER FITTER (FIRE)</td>
<td>$61.37</td>
<td>29.12</td>
</tr>
</tbody>
</table>

**CALAVERAS, FRESCO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:**

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPRINKLER FITTER</td>
<td>$37.20</td>
<td>15.84</td>
</tr>
</tbody>
</table>

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

**AREA 2: MONTEREY & SAN BENITO**

**AREA 3: SANTA CRUZ**

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHEET METAL WORKER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AREA 1: Mechanical Contracts under $200,000</td>
<td>$50.29</td>
<td>37.16</td>
</tr>
<tr>
<td>All Other Work</td>
<td>$57.09</td>
<td>37.79</td>
</tr>
<tr>
<td>AREA 2</td>
<td>$46.97</td>
<td>32.08</td>
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<tr>
<td>AREA 3</td>
<td>$49.31</td>
<td>29.61</td>
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**CALAVERAS AND SAN JOAQUIN COUNTIES:**

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<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHEET METAL WORKER</td>
<td>$39.74</td>
<td>31.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SHEET METAL WORKER (Excluding metal deck and siding)</th>
<th>$ 37.67</th>
<th>34.10</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHEET METAL WORKER (Metal Decking and Siding only)</td>
<td>$ 37.53</td>
<td>32.10</td>
</tr>
<tr>
<td>SHEET METAL WORKER (Metal Decking and Siding only)</td>
<td>$ 37.53</td>
<td>32.10</td>
</tr>
<tr>
<td>Truck drivers:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GROUP 1</td>
<td>$ 30.72</td>
<td>27.47</td>
</tr>
<tr>
<td>GROUP 2</td>
<td>$ 31.02</td>
<td>27.47</td>
</tr>
<tr>
<td>GROUP 3</td>
<td>$ 31.32</td>
<td>27.47</td>
</tr>
<tr>
<td>GROUP 4</td>
<td>$ 31.67</td>
<td>27.47</td>
</tr>
<tr>
<td>GROUP 5</td>
<td>$ 32.02</td>
<td>27.47</td>
</tr>
</tbody>
</table>

**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 person haul driver; Escort or pilot
car driver; Pickup truck; Teamster oiler/greaser and/or
service person; Hook tender (including loading and
unloading); Team driver; Tool room attendant (refineries)

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

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

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water
pulls - DW 10’s, 20’s, 21’s and other similar equipment
when pulling Aqua/pak or water tank trailers; Helicopter
pilots (when transporting men and materials); Lowbed Heavy
Duty Transport up to including 7 axles; DW10’s, 20’s, 21’s
and other similar Cat type, Terra Cobra, LeTourneau Pulls,
Tournorocker, Euclid and similar type equipment when
pulling fuel and/or grease tank trailers or other
miscellaneous trailers; Vacuum Trucks 7500 gals and over
and truck repairman

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

-----------------------------------------------------------------------------------------------------------------------------------

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

====================================================================================================================================

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.
Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party’s position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION
REQUEST FOR QUOTES – For Construction
Solicitation: #18-050-QTE-0018
Gate System Upgrade at 1815 Egbert Avenue

GENERAL CONDITIONS

GENERAL CONDITIONS - SMALL CONSTRUCTION/DEVELOPMENT
(form HUD 5370-EZ)
Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts greater than $2,000 but not more than $100,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370.

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA’s property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA’s property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

(a) Except for disputes arising under the Labor Standards clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(d) The Contracting Officer’s decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA’s policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer’s decision.

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

4. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor’s refusal or failure to complete the work within the specified time, whether or not the Contractor’s right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

(b) The Contractor’s right to proceed shall not be terminated or the Contractor charged with damages under this clause if —

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and

(2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

(e) If, after termination of the Contractor’s right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor’s claim within 60 days (60 days unless otherwise indicated) of receipt of the Contractor’s claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

6. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

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

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than $________ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications
(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

8. Changes
(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) PHA-furnished facilities, equipment, materials, services, or site; or,
(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change order under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the event of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor
breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/or revision to shop drawings resulting from the change; Worker’s Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

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

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor’s Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor’s directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

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

11. Energy Efficiency

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

12. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

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

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

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

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

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

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

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


(a) Minimum Wages.

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

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

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

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

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

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part...
of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of Funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and Basic Records

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

(2) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall be set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

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

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

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.

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

Certification of Eligibility. (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor’s firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government
contract by virtue of section 3(a) of the Davis-Bacon Act or
29 CFR 5.12(a)(1).
(3) The penalty for making false statements is prescribed in the

(l) Subcontracts. The Contractor or subcontractor shall insert in
any subcontracts all the provisions contained in this clause, and
such other clauses as HUD or its designee may by appropriate
instructions require, and also a clause requiring the
subcontractors to include these provisions in any lower tier
subcontracts. The prime Contractor shall be responsible for the
compliance by any subcontractor or lower tier subcontractor
with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing
wage rate (including basic hourly rate and any fringe benefits),
determined under State law to be prevailing, with respect to any
employee in any trade or position employed under the contract,
is inapplicable to the contract and shall not be enforced against
the Contractor or any subcontractor, with respect to employees
engaged under the contract whenever such non-Federal
prevailing wage rate exceeds:

(i) the applicable wage rate determined by the Secretary of
Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et
seq.) to be prevailing in the locality with respect to such
trade;

(ii) an applicable apprentice wage rate based thereon specified
in an apprenticeship program registered with the U.S.
Department of Labor (DOL) or a DOL-recognized State
Apprenticeship Agency; or

(iii) an applicable trainee wage rate based thereon specified in
a DOL-certified trainee program.
REQUEST FOR QUOTES – For Construction
Solicitation: #18-050-QTE-0018
Gate System Upgrade at 1815 Egbert Avenue

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS – PUBLIC AND INDIAN HOUSING PROGRAMS (Form HUD 5369-A)
U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Representations, Certifications,
and Other Statements of Bidders
Public and Indian Housing Programs
Representations, Certifications, and Other Statements of Bidders
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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.
(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder, or,

(b) Impair the bidder's objectivity in performing the contract work.

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

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

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

The bidder represents and certifies that it:

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

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or
9. **Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding $2,000)

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

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

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

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

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

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

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

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

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

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

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. **Bidder's Signature**

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)
U.S. Department of Housing and Urban Development Office of Public and Indian Housing

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

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1. Certificate of Independent Price Determination
(a) The bidder certifies that--
(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;
(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before the bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and
(3) No attempt has been made or will be made by the bidder to induce any other person to submit or not to submit a bid for the purpose of restricting competition.
(b) Each signature on the bid is considered to be a certification by the signatory that the signatory:
(1) Is the person in the bidder's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
(2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

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

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

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

[Contracting Officer check if following paragraph is applicable]

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

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

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

2. Contingent Fee Representation and Agreement
(a) Definitions. As used in this provision:

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

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

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

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

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding $100,000)
(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.
(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:
(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;
(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder will complete and submit, with its bid, OMB standard form LILL, "Disclosure of Lobbying Activities;"
and
(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.
(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.
(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification
The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:
(a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility
(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:
(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
(2) Participate in HUD programs pursuant to 24 CFR Part 24.

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

6. Minimum Bid Acceptance Period
(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.
(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
(c) The PHA/IHA requires a minimum acceptance period of [Contractor Officer insert time period] calendar days.
(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: [ ] calendar days.
(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.
(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation
The bidder represents and certifies as part of its bid/offer that it:
[ ] is, [ ] is not a small business concern.
[ ] is, [ ] is not a women-owned business concern.
[ ] is, [ ] is not a minority business concern.
[ ] is, [ ] is not a Black American business concern.
[ ] is, [ ] is not a Hispanic American business concern.
[ ] is, [ ] is not a Native American business concern.
[ ] is, [ ] is not an Asian Pacific American business concern.
[ ] is, [ ] is not an Asian Indian American business concern.
[ ] is, [ ] is not a Hasidic Jewish American business concern.
[ ] is, [ ] is not an Indian organization.

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

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

Previous edition is obsolete
REQUEST FOR QUOTES – For Construction
Solicitation: #18-050-QTE-0018
Gate System Upgrade at 1815 Egbert Avenue

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

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding $2,000)
   (a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
   (b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
   (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Non-segregated Facilities (applicable to contracts exceeding $10,000)
   (a) The bidder’s attention is called to the clause entitled Equal Employment Opportunity of the General Conditions of the Contract for Construction.
   (b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
   (c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.
   (d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed $10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:
      (1) Obtain identical certifications from the proposed subcontractors;
      (2) Retain the certifications in its files; and
      (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:
   (a) Any facility to be used in the performance of this contract is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities;
   (b) The bidder will immediately notify the PHA/HHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,
   (c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

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

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

13. Bidder’s Signature
The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)
ACKNOWLEDGEMENT TO ADHERE TO THE IMMIGRATION AND
NATURALIZATION ACT

_____________________________ acknowledges to have read and will adhere to the Immigration
(Name of Firm)

and Naturalization Act. I have made this information available to all sub-contractors

participating in this project.

US CODE: Title 8,1324. Bringing in and harboring certain aliens

_____________________________  
CONTRACTOR

_____________________________  
Date
Section 1324. Bringing in and harboring certain aliens

(a) Criminal penalties

(1) (A) Any person who—

(i) knowing that a person is an alien, brings to or attempts to bring to the United States in any manner whatsoever such person at a place other than a designated port of entry or place other than as designated by the Commissioner, regardless of whether such alien has received prior official authorization to come to, enter, or reside in the United States and regardless of any future official action which may be taken with respect to such alien;

(ii) knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, transports, or moves or attempts to transport or move such alien within the United States by means of transportation or otherwise, in furtherance of such violation of law;

(iii) knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, conceals, harbors, or shields from detection, or attempts to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation;

(iv) encourages or induces an alien to come to, enter, or reside in the United States, knowing or in reckless disregard of the fact that such coming to, entry, or residence is or will be in violation of law; or

(v) (I) engages in any conspiracy to commit any of the preceding acts, or

(II) aids or abets the commission of any of the preceding acts,

shall be punished as provided in subparagraph (B).

(B) A person who violates subparagraph (A) shall, for each alien in respect to whom such a violation occurs—

(i) in the case of a violation of subparagraph (A)(i) or (v)(I) or in the case of a violation of subparagraph (A)(ii), (iii), or (iv) in which the offense was done for the purpose of commercial advantage or private financial gain, be fined under title 18, imprisoned not more than 10 years, or both;

(ii) in the case of a violation of subparagraph (A)(ii), (iii), (iv), or (v)(II), be fined under title 18, imprisoned not more than 5 years, or both;

(iii) in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) during and in relation to which the person causes serious bodily injury (as defined in section 1365 of title 18) to, or places in jeopardy the life of, any person, be fined under title 18, imprisoned not more than 20 years, or both; and

(iv) in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) resulting in the death of any person, be punished by death or imprisoned for any term of years or for life, fined under title 18, or both.

(C) It is not a violation of clauses (ii) or (iii) of subparagraph (A), or of clause (iv) of subparagraph (A) except where a person encourages or induces an alien to come to or enter the United States, for a religious denomination having a bona fide nonprofit, religious organization in the United States, or the agents or officers of such denomination or organization, to encourage, invite, call, allow, or enable an alien who is present in the United States to perform the vocation of a minister or missionary for the denomination or
organization in the United States as a volunteer who is not compensated as an employee, notwithstanding the provision of room, board, travel, medical assistance, and other basic living expenses, provided the minister or missionary has been a member of the denomination for at least one year.

(2) Any person who, knowing or in reckless disregard of the fact that an alien has not received prior official authorization to come to, enter, or reside in the United States, brings to or attempts to bring to the United States in any manner whatsoever, such alien, regardless of any official action which may later be taken with respect to such alien shall, for each alien in respect to whom a violation of this paragraph occurs—

(A) be fined in accordance with title 18 or imprisoned not more than one year, or both; or

(B) in the case of—

(i) an offense committed with the intent or with reason to believe that the alien unlawfully brought into the United States will commit an offense against the United States or any State punishable by imprisonment for more than 1 year,

(ii) an offense done for the purpose of commercial advantage or private financial gain, or

(iii) an offense in which the alien is not upon arrival immediately brought and presented to an appropriate immigration officer at a designated port of entry,

be fined under title 18 and shall be imprisoned, in the case of a first or second violation of subparagraph (B)(iii), not more than 10 years, in the case of a first or second violation of subparagraph (B)(i) or (B)(ii), not less than 3 nor more than 10 years, and for any other violation, not less than 5 nor more than 15 years.

(3) (A) Any person who, during any 12-month period, knowingly hires for employment at least 10 individuals with actual knowledge that the individuals are aliens described in subparagraph (B) shall be fined under title 18 or imprisoned for not more than 5 years, or both.

(B) An alien described in this subparagraph is an alien who—

(i) is an unauthorized alien (as defined in section 1324a (h)(3) of this title), and

(ii) has been brought into the United States in violation of this subsection.

(4) In the case of a person who has brought aliens into the United States in violation of this subsection, the sentence otherwise provided for may be increased by up to 10 years if—

(A) the offense was part of an ongoing commercial organization or enterprise;

(B) aliens were transported in groups of 10 or more; and

(C) (i) aliens were transported in a manner that endangered their lives; or

(ii) the aliens presented a life-threatening health risk to people in the United States.

(b) Seizure and forfeiture

(1) In general

Any conveyance, including any vessel, vehicle, or aircraft, that has been or is being used in the commission of a violation of subsection (a) of this section, the gross proceeds of such violation, and any property traceable to such conveyance or proceeds, shall be seized and subject to forfeiture.

(2) Applicable procedures

Seizures and forfeitures under this subsection shall be governed by the provisions of chapter 46 of title 18 relating to civil forfeitures, including section 981(d) of such title, except that such duties as are imposed upon the Secretary of the Treasury under the customs laws described in that section shall be performed by such officers, agents, and other persons as may be designated for that purpose by the Attorney General.

(3) Prima facie evidence in determinations of violations
In determining whether a violation of subsection (a) of this section has occurred, any of the following shall be prima facie evidence that an alien involved in the alleged violation had not received prior official authorization to come to, enter, or reside in the United States or that such alien had come to, entered, or remained in the United States in violation of law:

(A) Records of any judicial or administrative proceeding in which that alien's status was an issue and in which it was determined that the alien had not received prior official authorization to come to, enter, or reside in the United States or that such alien had come to, entered, or remained in the United States in violation of law.

(B) Official records of the Service or of the Department of State showing that the alien had not received prior official authorization to come to, enter, or reside in the United States or that such alien had come to, entered, or remained in the United States in violation of law.

(C) Testimony, by an immigration officer having personal knowledge of the facts concerning that alien's status, that the alien had not received prior official authorization to come to, enter, or reside in the United States or that such alien had come to, entered, or remained in the United States in violation of law.

(c) Authority to arrest

No officer or person shall have authority to make any arrests for a violation of any provision of this section except officers and employees of the Service designated by the Attorney General, either individually or as a member of a class, and all other officers whose duty it is to enforce criminal laws.

(d) Admissibility of videotaped witness testimony

Notwithstanding any provision of the Federal Rules of Evidence, the videotaped (or otherwise audiovisually preserved) deposition of a witness to a violation of subsection (a) of this section who has been deported or otherwise expelled from the United States, or is otherwise unable to testify, may be admitted into evidence in an action brought for that violation if the witness was available for cross examination and the deposition otherwise complies with the Federal Rules of Evidence.

(e) Outreach program

The Secretary of Homeland Security, in consultation with the Attorney General and the Secretary of State, as appropriate, shall develop and implement an outreach program to educate the public in the United States and abroad about the penalties for bringing in and harboring aliens in violation of this section.

Footnotes

1 So in original. Probably should be “clause”.

References in Text

The Federal Rules of Evidence, referred to in subsec. (d), are set out in the Appendix to Title 28, Judiciary and Judicial Procedure.

Amendments


2000—Subsec. (b). Pub. L. 106–185 inserted heading and amended text of subsec. (b) generally, substituting present provisions for provisions relating to conveyances subject to seizure and forfeiture, exceptions, officers and authorized persons, disposition of forfeited conveyances, and suits and actions.


Subsec. (a)(1)(A)(ii). Pub. L. 104–208, § 203(b)(1), which directed the amendment of subsec. (a)(1)(A) by adding cl. (v) at end, was executed by adding cl. (v) after cl. (iv), to reflect the probable intent of Congress.

Subsec. (a)(1)(B)(i). Pub. L. 104–208, § 203(a), (b)(2)(A), inserted “or (v)(i) or in the case of a violation of subparagraph (A)(ii), (iii), or (iv) in which the offense was done for the purpose of commercial advantage or private financial gain” after “subparagraph (A)(i)”.


Subsec. (a)(1)(B)(iii), (iv). Pub. L. 104–208, § 203(b)(2)(C), (D), substituted “(iv), or (v)” for “or (iv)”.

Subsec. (a)(2). Pub. L. 104–208, § 203(d), substituted “for each alien in respect to whom a violation of this paragraph occurs” for “for each transaction constituting a violation of this paragraph, regardless of the number of aliens involved” in introductory provisions.

Subsec. (a)(2)(B). Pub. L. 104–208, § 203(b)(3), in concluding provisions, substituted “be fined under title 18 and shall be imprisoned, in the case of a first or second violation of subparagraph (B)(ii), not more than 10 years, in the case of a first or second violation of subparagraph (B)(i) or (B)(ii), not less than 3 nor more than 10 years, and for any other violation, not less than 5 nor more than 15 years.” for “be fined in accordance with title 18, United States Code, or imprisoned not more than five years, or both; or in the case of a violation of subparagraph (B)(i) or (B)(ii), imprisoned not more than 10 years, or both; or in the case of a violation of subparagraph (B)(i) or (B)(ii), imprisoned not more than 5 years, or both.”

Subsec. (a)(2)(B)(i). Pub. L. 104–208, § 203(c), amended cl. (i) generally. Prior to amendment, cl. (i) read as follows: “a second or subsequent offense,”.


1994—Subsec. (a)(1). Pub. L. 103–322, § 60024(1)(F), as amended by Pub. L. 104–208, § 671(a)(1), substituted “shall be punished as provided in subparagraph (B)” for “shall be fined in accordance with title 18, United States Code, or imprisoned not more than five years, or both, for each alien in respect to whom any violation of this paragraph occurs” in concluding provisions.

Pub. L. 103–322, § 60024(1)(A)–(E), (G), designated existing provisions of par. (1) as subpar. (A) of par. (1), redesignated subpars. (A) to (D) of former par. (1) as cls. (i) to (iv), respectively, of subpar. (A), and added subpar. (B).

Subsec. (a)(2)(B). Pub. L. 103–322, § 60024(2), in concluding provisions, substituted “in the case of a violation of subparagraph (B)(ii), imprisoned not more than 10 years, or both; or in the case of a violation of subparagraph (B)(i) or (B)(ii), imprisoned not more than 5 years, or both.” for “or imprisoned not more than five years, or both”.

1988—Subsec. (a)(1). Pub. L. 100–525, § 2(d)(1), in closing provisions substituted “or imprisoned” for “imprisoned” and “this paragraph” for “this subsection”.


1986—Subsec. (a). Pub. L. 99–603, § 112(a), amended subsec. (a) generally. Prior to amendment, subsec. (a) read as follows: “Any person, including the owner, operator, pilot, master, commanding officer, agent, or consignee of any means of transportation who—

“(1) brings into or lands in the United States, by any means of transportation or otherwise, or attempts, by himself or through another, to bring into or land in the United States, by any means of transportation or otherwise;

“(2) knowing that he is in the United States in violation of law, and knowing or having reasonable grounds to believe that his last entry into the United States occurred less than three years prior thereto, transports, or moves, or attempts to transport or move, within the United States by means of transportation or otherwise, in furtherance of such violation of law;

“(3) willfully or knowingly conceals, harbors, or shields from detection, or attempts to conceal, harbor, or shield from detection, in any place, including any building or any means of transportation, or

“(4) willfully or knowingly encourages or induces, or attempts to encourage or induce, either directly or indirectly, the entry into the United States of—
any alien, including an alien crewman, not duly admitted by an immigration officer or not lawfully entitled to enter or reside within the United States under the terms of this chapter or any other law relating to the immigration or expulsion of aliens, shall be guilty of a felony, and upon conviction thereof shall be punished by a fine not exceeding $2,000 or by imprisonment for a term not exceeding five years, or both, for each alien in respect to whom any violation of this subsection occurs: Provided, however, That for the purposes of this section, employment (including the usual and normal practices incident to employment) shall not be deemed to constitute harboring.”

Subsec. (b)(1). Pub. L. 99–603, § 112(b)(1), (2), substituted “has been or is being used” for “is used” and “seized and subject to” for “subject to seizure and” in provisions preceding subpar. (A).

Subsec. (b)(2). Pub. L. 99–603, § 112(b)(3), inserted “or is being” after “has been”.


Subsec. (b)(4)(C). Pub. L. 99–603, § 112(b)(5), as amended by Pub. L. 100–525, § 2(d)(2)(A), inserted “, or the Maritime Administration if appropriate under section 484 (i) of title 40,”.


Subsec. (b)(5). Pub. L. 100–525, § 2(d)(2)(B), substituted “ , except that” for “: Provided, That” in provisions preceding subpar. (A), substituted “had not received prior official authorization to come to, enter, or reside in the United States or that such alien had come to, entered, or remained in the United States in violation of law” for “was not lawfully entitled to enter, or reside within, the United States’ wherever appearing, inserted “or of the Department of State” in subpar. (B), and substituted “had not received prior official authorization to come to, enter, or reside in the United States or that such alien had come to, entered, or remained in the United States in violation of law” for “was not entitled to enter, or reside within, the United States” in subpar. (C).

1981—Subsec. (b). Pub. L. 97–116 strengthened the seizure and forfeiture authority by striking out the “innocent owner” exemption and merely requiring the Government to show probable cause that the conveyance seized has been used to illegally transport aliens, which when demonstrated, shifts the burden of proof to the owner or claimant to show by a preponderance of the evidence that the conveyance was not illegally used, by relieving the Government of the obligation to pay any administrative and incidental costs incurred by a successful claimant provided probable cause for the original seizure was demonstrated, and by striking out the requirement that the Government satisfy any valid lien or third party interest in the conveyance without expense to the interest holder by providing the lienholders interest be satisfied only after costs associated with the seizure have been deducted.

1978—Subsecs. (b), (c). Pub. L. 95–582 added subsec. (b) and redesignated former subsec. (b) as (c).

Effective Date of 2000 Amendment

Pub. L. 106–185, § 21, Apr. 25, 2000, 114 Stat. 225, provided that: “Except as provided in section 14 (c) [set out as an Effective Date note under section 2466 of title 28, Judiciary and Judicial Procedure], this Act [see Short Title of 2000 Amendment note set out under section 981 of Title 18, Crimes and Criminal Procedure] and the amendments made by this Act shall apply to any forfeiture proceeding commenced on or after the date that is 120 days after the date of the enactment of this Act [Apr. 25, 2000].”

Effective Date of 1996 Amendment

Section 203(f) of div. C of Pub. L. 104–208 provided that: “This section [amending this section and enacting provisions set out as a note under section 994 of Title 28, Judiciary and Judicial Procedure] and the amendments made by this section shall apply with respect to offenses occurring on or after the date of the enactment of this Act [Sept. 30, 1996].”


Effective Date of 1988 Amendment


Effective Date of 1981 Amendment

Abolition of Immigration and Naturalization Service and Transfer of Functions

For abolition of Immigration and Naturalization Service, transfer of functions, and treatment of related references, see note set out under section 1551 of this title.
QUOTE DUE: JULY 13, 2018 by 2:00 PM

SUBMITTAL: The San Francisco Housing Authority (Authority) invites vendors to submit offers for the above-described specification.

Offerors shall:
1. Acknowledge receipt of any addenda issued and,
2. Complete and sign the CONTRACTOR’S OFFER PAGE.
3. Submit Form of Quote.
5. Read and sign form HUD 5370-EZ, General Conditions of the Contract for Construction. (Signing of the General Conditions indicates that you have read and agree to adhere to the terms and conditions upon award of this contract.)
6. Read any supplemental General Conditions attached.
7. Read and submit the ACKNOWLEDGEMENT TO ADHERE TO THE IMMIGRATION AND NATURALIZATION ACT

Firm shall SUBMIT IN DUPLICATE this entire RFQ Package, forms and the original of all other required documents. Offer/Award Page shall bear an original signature. All offers submitted and accepted become the property of the Authority.

8. Mail/Deliver to: San Francisco Housing Authority
   1815 Egbert Street
   San Francisco, CA 94124
   ATTN: Procurement Department

   Email quotes to procurement@sfha.org

False Statements in Bids: Firms must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
CONTRACTOR’S OFFER PAGE

For: Solicitation #18-050-QTE-0018

In conformance with the terms and conditions of the Contract Documents, the undersigned, having familiarized him (her) self with local conditions and said Contract Documents, hereby proposes, offers, and agrees, if this offer is accepted within 120 calendar days from the date of offer opening to do all things necessary to fully perform and satisfy all terms, conditions, and requirements of the said Contract Documents, for and at the price or prices indicated in the schedule of services/prices.

Signature & Date: __________________________________________

Type or Print Name: _________________________________________

Title: _____________________________________________________
(President, Vice President, Partnership, Partner or other Officer should sign, evidence of authority must be submitted.)

Address: _________________________________________________

City, State, Zip Code: _______________________________________

Telephone: (________) _____________________________________

Taxpayer ID: ______________________________________________

Date Signed by Contractor: _________________________________
REQUEST FOR QUOTES - For Construction
Solicitation: #18-050-QTE-0018
Gate System Upgrade at 1815 Egbert Avenue

ACCEPTANCE/AWARD

For ________________________________

(Vendor Code) ________________________________ (Contract No.)

The San Francisco Housing Authority hereby accept the QUOTE herein for Construction in the amount of Not-to-Exceed

$ ________________________________

The Contractor will utilize the attached rates as noted in wage rate schedule # ________________________________ and is subject to all conditions and requirements as contained in the Request for Quotes.

The Contractor recognizes an affirmative duty to monitor its performance and billings to insure that scope of work is satisfactory and complete and that the total contract amount will not exceed $ ________________________________. The contractor shall waive any and all claims of payment for work, which exceeds this amount.

The Term of this Contract is for a period of one year from the date of award (signature of the Executive Director/Contracting Officer).

Payments: The San Francisco Housing Authority will make payment within thirty calendar days of receipt of invoice for satisfactorily completed work. Deposits or other advance payments are not allowable.

Award Review:
Director of Contracts ________________________________
Date of Review: ________________________________

SAN FRANCISCO HOUSING AUTHORITY
PROCUREMENT DEPARTMENT
1815 EGBERT AVENUE
SAN FRANCISCO, CA  94124

Award: ________________________________
(Executive Director/Contracting Officer)

Date Signed: ________________________________

CONGRATULATIONS
SCOPE OF WORK

The Work of Project is defined by the Contract Documents and consists of the following:

A. Replacement and installation of existing gate operator, keypad lock with new keypad, and AVAILABILITY AND DELIVERY TIME INFORMATION.

San Francisco Fire Department Lock Box: TRACcess, Trac-Vault heavy duty, no known equal,
After vehicle pass the last vehicle loop, the gate will close.

Vehicle activates the vehicle loop before the "Stop" sign. Gate slides opens.

COORDINATION WITH OCCUPANTS

Fence posts and footings: 4" galvanize pipe and concrete footings

PRODUCTS

DEMO BANK: VERIFY ALL DATA IN CONTRACT DRAWING. NOTIFY ARCHITECT AND/or ENGINEER OF ANY DISCREPANCIES PRIOR TO THE START OF WORK.

A. Product Data: Collect information into a single submittal for each element of construction and type of wiring diagrams showing factory-installed wiring.

Contractor is responsible for securing proper permits for all electrical work.

Photo eye with reflector: EMX, NIR 50, or equal.

Gate edge transmitters and receiver: Miller or equal

Vehicle activates the access control devices from keypad or keyed switch. The gate responds and opens.

Chain link fence, swing gate and pedestrian gate: Galvanized 2" mesh, 9 gauge.

Conform to site rules and regulations, including day and time restrictions, in coordination with Contractor to verify existing power supply next to existing swinging gate is adequate for

Razor wire: Galvanized, wire diameter 2.5 mm to be installed on top of fence and gate.

Statement of compliance with specified referenced standards.

Gate edge transmitters and receiver: Miller or equal

Vehicle detection loops: two safeties and one free exit loops. Loop detector EMX-MVP-DTEK or

Photo eye with reflector: EMX, NIR 50, or equal.

Keep driveways, parking areas, loading areas, and entrances serving premises clear and

GENERAL SUBMITTAL PROCEDURE REQUIREMENTS: Prepare and submit submittals required by individual

Surface mounted closer.

Vehicle activates the vehicle loop before the "Stop" sign. Gate opens.

SCOPE OF WORK / PRODUCTS

The Work of Project is defined by the Contract Documents and consists of the following:

A. Replace (E) keypad lock with new keypad & keyed entry at main parking lot entry.

B. Replace (E) keypad lock with new keypad & keyed entry at side parking lot exit.

C. Remove existing chain link fence and gate with new chain link fence, vehicular swing gate, and pedestrian gate.

SCOPE OF WORK

Sequence of Operation

1. Enter site
2. Unload all materials and ready site
3. Surface mount closer
4. Gate system tested and approved
5. Contractor is responsible for securing proper permits for all electrical work.
**EXISTING MAIN PARKING LOT GATE**

**EXISTING SIDE PARKING LOT GATE**

---

**Form C: DISABLED ACCESS 20% RULE**

* This form is only required for projects over $_, and under the selection threshold when box A is checked off or if the U.S. Standard Code compliant (USCC) check box is checked off.

<table>
<thead>
<tr>
<th>Project Number:</th>
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5.09 Lockbox Program—Guideline for New Exterior and Replacement Lockboxes (2016)

Reference: 2016 SFFD Section 506

Purpose: The purpose of this administrative bulletin is to describe the San Francisco Fire Department's lockbox program. Lockboxes are hardened steel vaults that are mounted on the exterior of buildings that hold keys to the building so that the Fire Department may efficiently access unattended buildings after hours, while greatly diminishing the necessity to cause damage to buildings from forcible entry.

Scope: Although the San Francisco Fire Code authorizes the Fire Department to require a lockbox, in most instances, the installation of a lockbox is voluntary. Few and Existing Hazarounds (H) occupancies and Laboratory (L) occupancies and Business Lab (B) occupancies are required to have lockboxes installed unless exempted in writing by the Fire Marshal.

I. Approved Product: The new approved lockbox is the TRAC-Vault by UTC Fire & Security. For certain locked gate applications, the TRAC-Pedestal is the approved product. The TRAC-Vault is UL listed to be tamper resistant and provides an audit trail that tracks access to the lockbox.

II. How Does It Work? A building owner installs, or arranges for installation of, a TRAC-Vault on the exterior of the building at the main entrance point. Entry to the TRAC-Vault requires demonstration of an electronic/keypad device that requires a PIN code to be entered. Only the San Francisco Fire Department will have access to the TRAC-Vault lockboxes.

III. How to Obtain a Lockbox: Lockboxes may be obtained by completing an order form that may be downloaded from our website: TRACValet Order Entry Order Form (PDF) or picked up at SFFD Fire Department Headquarters, 699 2nd St., rm. 109. The completed order form shall be sent with payment directly to UTC Fire & Security (information on order form). UTC Fire & Security will send the lockbox directly to the customer.

IV. How to Install a Lockbox: The lockbox shall be installed in accordance with the manufacturer's installation instructions in close proximity to the main entrance to the building (within 10 ft. on either side of the door). The box shall be mounted not less than 4 ft. and not more than 6.0 ft. in height. After installing the TRAC-Vault, the two stickers aive with the lockbox shipment shall be applied to the following locations:

A. White reflective sticker - On the lockbox cover such that it does not obscure the serial number on the bottom of the lockbox.
B. Red sticker - On the upper right or left side of the main entrance door, signifying which side of the entrance the lockbox is installed.

V. Keys and Key Daring: It is the responsibility of the building owner to purchase and label the keys according to the list below. Keys shall be provided with color-coded permanent and durable tags or "key clips." This shall be completed prior to calling the fire department to place the keys in the lockbox.

A. Key to the main entrance door (As a security precaution, should not be a master key to all doors in the building). GREEN
B. Fire alarm cabinet or room (where a fire alarm exists in the building), OR, the Building Control Station (Fire Control Room) in a high-rise building. RED
C. Sprinkler shut-off room (where a sprinkler system exists in the building). BLUE
D. Elevator recall keys (where the building has an elevator with recall function). YELLOW
E. Firefighter or system cabinets or rooms (where the building has a firefighter air system). ORANGE

VI. Placing Keys in Lockboxes: After the installation of the box is complete and the keys have been properly labeled, they are ready to go into the lockbox. The building representative should do the following:

A. Complete a Request to Activate TRAC-Vault or TRAC-Pedestal (PDF) form, available on the San Francisco Fire Department website, or in person at 699 Second St., Room 109, and submit it with payment for two hours of inspection (see form for correct amount) via U.S. Mail or in person at:

Lockbox Support Group
Bureau of Fire Prevention
San Francisco Fire Department
699 Second St., rm. 109
San Francisco, CA 94107

B. Call (415) 558-3276 and request to schedule an inspection of the lockbox installation.

VII. Notification Requirements: When the building management or owner re-keys or replaces any of the locks for the keys in the key box, it is the building owner's responsibility to notify the fire department of the change so that the appropriate keys can be changed out. Adding or removing keys from the lockbox should be coordinated through the District Fire Inspector. Building owners may call (415) 558-3300 to obtain the phone number of the District Fire Inspector. There is no charge for this service.

Questions: Questions about the lockbox program may be addressed by calling the Lockbox Support Group at (415) 558-3276.

LOCK BOX PROGRAM GUIDE

MAIN PARKING LOT GATE PLAN

EGBERT AVENUE

SIDEWALK

29' - 2 3/8"
23' - 6"