

# Invitation to Bid Exterior Repainting Project 2019

Instructions to Bidders (Doc 00100) Request for Proposals (Doc 00200) Project Specifications <u>Bid Form (Doc 00300) \*</u> <u>Contractor Information Form (Doc 00420 & "Section 3" Documents) \*</u> <u>Non-Collusion Form (Doc 00481) \*</u> <u>Subcontractor List (Doc 00430) \*</u> General Conditions for Non-Construction Section 2 (HUD-5370-C) Modification to General Conditions

Appendix: Properties List & Wage Identifications Maintenance Wage Rate Determination expiring June 30 2019 (HUD-52158) DIR Prevailing Wage Determination – Painter & Laborer State Labor Law references DOL Prevailing Wage Determinations – Painter & Laborer WH 347 DOL payroll reporting form Evaluation Criteria and Scoring Agreement (Doc 00510) – sample form Paint Color List

(\*) Are documents that must be submitted with Proposal

## **INVITATION for BIDS** Exterior Repainting Project 2019

The Housing Authority invites bids from appropriately licensed contractors for repainting exteriors of Housing Authority owned apartment sites located within Santa Cruz County. Prevailing wage rates are required for this project. Wage rate schedules are included in Contract Bid Documents.

The Contract Bid Documents may be examined and copies secured from the office of the Housing Authority of the County of Santa Cruz, located at 2160 41<sup>st</sup> Ave., Capitola CA 95010. No deposit is required. All contractors intending to submit bids must contact Peter Rogers at (831) 454-9455 Ext 228 or via email at progers@hacosantacruz.org to be placed on a plan holders list. All Bids shall be made on forms provided by the Housing Authority. Bidders are solely responsible for the cost of the preparation of the Bids.

Bid Form and completed bid package documents shall be submitted in a sealed envelope, no later than <u>10:00AM February 13, 2019</u>. All bids must be accompanied by a cashier's check, certified check or corporate surety bond in the amount of five percent (5%) of the total of Bid Items. The sealed envelope shall be presented for time and date stamping upon receipt at the Reception Desk.

Unless otherwise required by law, no bidder may withdraw the bid for a period of ninety (90) days after bid deadline. No proposals will be accepted that are incomplete, written in pencil, altered or illegible. Refer to the formal bid documents for additional information, terms and conditions.

The Housing Authority reserves the right to reject any and all bids and waive any irregularity or minor defects in any bids received. Award will be made to the lowest responsible bidder whose bid meets the requirements of this Invitation and the project bid package.



# DOCUMENT 00100 INSTRUCTIONS TO INTERESTED BIDDERS Exterior Repainting Project 2019

<u>Project Description</u> Repainting of apartment project exteriors at multiple locations in the County of Santa Cruz.

All contractors intending to submit bids must contact Peter Rogers at (831) 454-9455 Ext 228 or via email at progers@hacosantacruz.org to be placed on a plan holders list.

Peter Rogers, Facility Manager progers@hacosantacruz.org Housing Authority of the County of Santa Cruz 2160 41<sup>st</sup> Ave. Capitola CA 95010 Telephone 831-454-5928

Housing Authority will receive Bids until time and date listed on "Invitation to Bid". Bids received after this time will not be accepted.

The Bids must be submitted in an envelope clearly marked with the Bidder's name and "Exterior Repainting Project 2019" and delivered to the Reception Desk in the lobby of the Housing Authority offices at the above noted address. No faxed Bids will be accepted.

Submission of Bid signifies careful examination of the properties and has examined thoroughly and understood the nature and extent of Work, locality, actual conditions, as built conditions, and all federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work, including: all aspects of the means, methods, techniques, sequences, procedures to be employed by Contractor and safety precautions and programs incident thereto.

# **Bidder Requirements**

- 1. All contractors intending to submit bids must contact Peter Rogers at (831) 454-9455 Ext 228 or via email at progers@hacosantacruz.org to be placed on a plan holders list.
- 2. Bidder(s) will possess a valid State of California contractor license appropriate for work outlined herein, and be able to comply with all provisions of this project.
- 3. Successful Contractor(s) will have fully trained staff with competent employees that have the expertise necessary to perform work.
- 4. The sites to be will be thoroughly examined by Bidder(s) prior to submitting bid
- 5. Successful Contractor(s) will be aware of and comply with all City, County, State and Federal ordinances governing work related to this project.

# Project Schedule

- 1. Deadline for submission listed on "Notice Inviting Bids".
- 2. Awarding of Contract: TBA
- 3. Start Date is defined as the date of the Owners Notice to Proceed: TBA
- 4. Within 10 days of issuance of Notice to Proceed: Start job, defined as performing substantial power washing, prepatory work and/or painting at listed project site(s).
- 5. Contractor to complete all work within 120 calendar days from Notice to Proceed. A "day-for-day" extension can be requested by contractor for rain delays or similar justification.

# <u>Safety</u>

- 1. Contractor acknowledges and agrees that public safety is of the utmost importance, and will constantly protect and preserve the safety of employees, tenants and the public during progress of work.
- 2. Contractor will be responsible for all safety equipment and to educate their employees in the rules of safety.
- 3. Contractor shall be aware of and comply with all City, County, State and Federal requirements regarding workplace safety.

# **Storage Facilities**

1. Owner will not provide any storage facilities for contractor's use at any project site.

2. Contractor may not store any materials and/or equipment on project sites without Owner approval

# Damage Caused by Contractor

1. All damage caused by contractor will be repaired or replaced at the Contractor's expense to the Owner's satisfaction.

# HUD General Conditions

- 1. The Department of Housing and Urban Development General Conditions (HUD-5370-C, Section II) are attached to this contract and incorporated herein by reference. Owner reserves the right to amend these General Conditions from time to time as may be required by HUD.
- 2. If any portions of this contract that are found to be in conflict with the HUD General Conditions, the HUD General Conditions shall take precedence unless mutually agreed upon in writing by Contractor and Owner.

# Prevailing Wage Requirements

- 1. There are THREE Prevailing Wage schedules for this job, dependent on location of work see Appendix for specific wage schedules for each project location.
- 2. Contractor will pay all employees working at locations included in this project the appropriate prevailing wage scale and related provisions associated with the Department of Labor, Department of Industrial Relations, and HUD schedules including payroll reporting, apprentices, and related provision that apply. Payroll records for Department of Industrial Relations sites must be submitted directly to State via web portal. Payroll records for HUD and Department of Labor sites must be submitted to Owner.
- 3. Owner reserves the right to verify that Contractor is complying with wage rate requirements through labor interviews of Contractor staff and/or requests for payroll documentation verifying that the correct wage rates were paid.

# **BID PROTESTS**

Any actual or prospective contractor may protest the solicitation or award of a contract. Any protest against a solicitation must be received before the due date for the receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the contract, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter.

# SPECIFICATIONS and GENERAL NOTES Exterior Repainting Project 2019

- 1. Contractor will be responsible for fully familiarizing themselves with condition of all areas specified for painting prior to submission of bid. All materials, supplies, and labor necessary to complete work will be included in bid price.
- 2. All work related to this project will be completed in a neat and professional manner by skilled employees to standards not less than "Journey" persons. Contractor will be responsible for protecting landscaping, vehicles, tenant belongings and similar from dust, paint overspray and similar during course of construction. All sites will be left free of materials, debris and similar upon completion of work.
- 3. Paint colors to be selected by Owner and will be similar shading as existing colors see Paint Color List on the Appendix Section. All locations specified for painting will be prepared as recommended by manufacturer(s) - by power washing, scraping, sanding, caulking, priming and similar to insure surfaces are suitable for paint. NOTE: Stucco siding will be power washed at all properties, but further stucco prepatory/paint work will only be completed if Owner elects to repaint stucco surfaces as an "Alternative" bid item. Contractor will be responsible for including/completing the remaining specified work in Base Bid price for properties with stucco siding.

All holes and/or termite damaged areas are to be filled with "Bondo" or approved equal. All wood-to-wood joints, wood-to-stucco joints, and cracks will be filled with a sealant and/or elastomeric patch to match surrounding substrate - including window trim, fascia joints, handrail joints, and trim-to-stucco gaps and similar. Fill field cracks and splits with an elestomeric patch on stucco or Dap Power Point 200 elastomeric on wood. All surfaces will be prepared and materials will be applied, in strict accordance with manufacturer's recommendations. All trim joints and similar will be caulked - even if they have not previously been caulked. Contractor will recaulk all window and door header areas to insure that T-111 siding groves are filled behind trim.

- 4. Contractor will be responsible for storage of all equipment, materials, and supplies at an <u>off-site</u> location. No scaffolding, ladders, materials and similar will remain in-place/on-site while unattended by contractor.
- 5. All buildings at specified locations will be included in paint bid, including: carports, laundry rooms, free standing storage rooms, exterior porch and stairwell rail systems, painted dumpster enclosures, light posts, bollards and similar. Areas not already painted (e.g. redwood fencing) are excluded from scope of work. All roof jacks and similar will be painted with a neutral color.
- 6. All specified areas will be painted with coat(s) sufficient in number to achieve a uniform finished appearance to the satisfaction of Owner; Bidders will contact Owner prior to bid submission if

Bidder needs clarification of Owner expectations regarding number of required top coats of paint necessary for satisfactory finished project. All areas where paint is applied with sprayer will be back-rolled. All door exteriors will be painted in their entirety.

- 7. Kelly-Moore (or approved equal) products will be used to complete work and included in bid, as follows:
  - a. 1245 Acry-Shield Acrylic Low Sheen Wood exterior siding
  - b. 1250 Acry-Shield Acrylic Semi-Gloss Wood trim/fascia, metal carport poles & framework
  - c. 1685 Dura-Poxy Acrylic Semi-Gloss Enamel Exterior doors (metal, wood & fiberglass)
  - d. 250 Acry-Shield Acrylic Exterior Wood Primer Wood primer
  - e. 1710 Acry-Shield Acrylic Metal Primer Metal primer for carport poles & framework
  - f. 1700 Kel-Guard Rust Inhibitive Enamel Gutters & downspouts, roof vents, flashing, exterior metal porch and stairwell rail systems
  - g. 1114 elestomeric sealant and 1117 caulking (or Dap Power Point 200)
- 8. Stucco paint will be excluded from repainting at the following project locations: N/A

# SCHEDULING

- 1. Contractor will provide a work schedule to Owner for performing work. Contractor will schedule an Owners inspection of each property after pressure washing, so owner can evaluate if additional carpentry work is needed prior to continuing additional painting prepatory work. Owner reserves the right to have additional carpentry work performed after power washing has occurred.
- 2. Contractor will be responsible for obtaining an Owners approval prior to proceeding with: power washing at next project location, prepatory work after power washing, initial paint application on readied/prepared surfaces, additional "top coats" of paint.
- 3. Contractor will be responsible for posting notices on-site prior to start of work indicating start dates, instructions/precaution (if any) that need to be taken by tenants, and similar.

END OF DOCUMENT

# Exterior Repainting Project 2019 DOCUMENT 00300 BID FORM

- 1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the Housing Authority in the form included in the Contract Documents, Document 00510 Agreement, to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum indicated in this Proposal and in accordance with all other terms and conditions of Contract Documents.
- Bidder accepts all of the terms and conditions of the Contract Documents. This Proposal will remain subject to acceptance for Nintey (90) calendar days after the due date for Proposals.
   In submitting this Proposal, Bidder represents:
  - A. Bidder has examined copies of all of the Contract Documents and of the following Addenda (receipt of all of which is hereby acknowledged). (List Addenda Here)

Date

Number

- B. Bidder has visited the sites and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
- C. Bidder has conducted or obtained and has understood all such examinations and investigations which pertain to physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Bidder for such purposes;
- D. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents;
- E. Bidder has given Project Manager prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and actual conditions and the written resolution thereof by Project Manager is acceptable to Bidder.
- 4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work in strict accordance with the Contract Documents for the following sums of money.

# **SCHEDULE OF BID PRICES**

All hid	items	must	he	filled	in	completely.
1111 0114	uunus	nusi	UU.	juuu	uu	compicity.

# LIPH Properties: HUD Maintenance Wage Rate schedule applies to work on these properties.

A. 301 La Fonda Avenue #1-12 Santa Cruz, CA 95062	Bid Price	\$
<ul><li>B. 1900A-1920C Courtyard Dr. Capitola, CA 95010</li></ul>	Bid Price	\$
C. 2635 Portola Drive #1-24 Santa Cruz, CA 95062	Bid Price	\$
D. 951 30 <sup>th</sup> Ave #1-19 Santa Cruz, CA 95062	Bid Price	\$
E. 81-87 Grandview St. Santa Cruz, CA 95060	Bid Price	\$
F. 1223 Broadway Ave #1-5 Santa Cruz, CA 95062	Bid Price	\$
G. 2350 17 <sup>th</sup> Ave #1-14 Santa Cruz, CA 95062	Bid Price	\$

H.	160 Blackburn Avenue #A-N Watsonville, CA 95076	Bid Price	\$
I.	100-146 Seneca Court Watsonville, CA 95076	Bid Price	\$
J.	225A-239B Crestview Drive Watsonville, CA 95076	Bid Price	\$
K.	179A-195B Montebello Drive 320A-326B Clifford Avenue Watsonville, CA 95076	Bid Price	\$
L.	310A-314H Clifford Ave. Watsonville, CA 95076	Bid Price	\$
M.	308 #A-P Clifford Ave. Watsonville, CA 95076	Bid Price	\$
N.	50 Arista Court #A-P Watsonville, CA 95076	Bid Price	\$
O.	50 Arista Lane #A-O Watsonville, CA 95076	Bid Price	\$
	LIPH Properties S	ub-TOTAL	\$

USDA Properties: Department of Labor Wage Rate schedule applies to work on these properties.

	USDA Prop	oerties Sub-TOTAL	\$ _
Q.	101-114 Tierra Alta Dr. Watsonville, CA 95076	Bid Price	\$
Р.	127-193 East Front St. Watsonville, CA 95076	Bid Price	\$

Transitional Housing Property: State Prevailing Wage Rate schedule applies to work at this property.

R. 925 - 935 Brommer St.	<b>Bid Price</b>	\$
Santa Cruz, CA 95060		

Affordable Housing Property: State Prevailing Wage Rate schedule applies to work at this property.

S. 3201 Merrill Rd. #1-15 Aptos, CA 95003 Bid Price \$

GRAND TOTAL Base Bid (Items A-S) \$\_\_\_\_\_

<u>Alternate Bid Pricing</u> (to be awarded at discretion of Owner) - Additional commercial office building repainting.

Commercial Office Property: State Prevailing Wage Rate schedule applies to work at this property.

Alt -T. 2160 41<sup>st</sup> Ave. Capitola, CA 95010 Alt. Bid Price \$\_\_\_\_\_

5. The undersigned understands that Housing Authority reserves the right to reject this Proposal, but that this Proposal shall remain open and shall not be withdrawn for a period of NINETY (90) calendar days from the date prescribed for its opening.

6. The names of all persons interested in the foregoing Proposal as principals are: NOTE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

Signature of Bidder

Date of Proposal:

Contractor License #

*NOTE:* If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:			
Telephone Number:	FAX Number		
END OF DOCUMENT			

# HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ DOCUMENT 00420, CONTRACTOR INFORMATION FORM

In order to undertake work for the Housing Authority of the County of Santa Cruz, you must provide this form, <u>completed in its entirety</u>. You may not leave any blanks.

CONTRACTOR INFORMATION:		
Full name / Corporate Name of Company:		Date:
Is this a Section 3 business concern (see definition on attach	ed page)? YES	NO
California Contractor's License #:	License	Туре:
Federal ID#:	[ ] Sole Proprietor	[ ] Partnership
Contact Person:	[ ] Non Profit 501c3	[ ] Corp.
Street Address:	Phone #:	
Mailing Address:	Fax #:	

INSURANCE / OTHER FINANCIAL COVERAGE:			
Worker's Compensation			
Carrier:	Phone #:		
Address:			
Policy Number:			

<b>General Liability Carrier</b> (provide copy of Insurance Certificate listing the Housing Authority as an ad	ditionally insured entity)
Carrier:	Phone #:
Address:	
Policy Number:	Policy Limits: \$

Guarantors of financial responsibility bonding and reliability of bidder (if applicable)			
Name of Surety Company:	Phone#:		
Address:			
Name of Bank:	Phone #:		
Address:			

# **EXPERIENCE:**

The following statements and information regarding the Bidder are submitted with the bid, as a part thereof, and the truthfulness and accuracy of the information are guaranteed by the Bidder. Bidder is required to possess California Contractor's license classification listed in Invitation to Bid to be awarded this contract.

Your organization has been in business as a contractor under its present name for \_\_\_\_\_ years, from \_\_\_\_\_.

Your organization has had experience in work comparable to that under the proposed contract, as a general contract for \_\_\_\_\_ years, or as a subcontractor for \_\_\_\_\_ years.

Work simila	ar in character to that required in the proposed contract, whic	h bidder's organization
has comple	ted:	
Year	Class and location of work and for whom performed	Contract Amount

Contact name:		Title:	Phone:

Address:

Year	Class and location of work and for whom p	erformed Contract Amount
Contact name	e: Title:	Phone:
Address:		

Year	Class and location of work and for whom performed	Contract Amount
Contact name:	Title:	Phone:
Address:		

# The following information is required by the Department of Housing and Urban Development CLASSIFICATION OF BUSINESS:

This business is a small business [] yes [] no				
a small business concern is a business that is independently owned and operated, is not dominate in				
the field in which it is bidding, and qualifies as a small business under the criteria and size standards in				
13 (	CFR 121			
This business is a woman-owned business	[ ] yes	[ ] no		
a women-owned business enterprise means a		•		
women who are U.S. citizens, who	also contr	ol and operate the business		
This is a minority owned business enterprise [ ] yes [ ] no				
a minority business enterprise means a busines	s that is at	least 51% owned or controlled by one or		
more minority group members, or in the case of				
stock is owned by one or more minority group members, and whose management and daily operations				
are controlled by one or more individuals. For this definition, minority group members are:				
(check the block applicable to you, the Owner or President)				
		s) [ ] Native American(s)		
[ ] Asian Pacific American(s) [ ] Asian Ind	ian Americ	an(s) [ ] Hasidic Jewish American(s)		

DEMOGRAPHICS:			
The Owner/President is: [ ] male [ ]	nployee: [ ]yes [ ]no		
Owner/President is (check any that appl	y):		
[ ] a public housing resident [ ] low income (below 80% of co			county median income)
[ ] a resident of Santa Cruz County	4/24/18 income limits, area median \$81,400		area median \$81,400
	# of pers	<u>sons in family</u>	<u>80% of Median</u>
		1	\$62,650
This business employs approximately	2		\$71,600
people	3		\$80,550
	4		\$89,450
		5	\$96,650
		6	\$103,800

# This information provides the definition of a Section 3 business concern. If you are able to answer 'yes' to any one of these questions, your business may qualify as a Section 3 concern. If you contract with this Housing Authority you will be required to submit documentation supporting this status.

] a public housing			Santa Cruz County
] low income (bel	ow 80% of county median in		
		s, area median \$81,400	
	<u># of persons in family</u>	80% of Median	
	1	\$62,650	
	2	\$71,600	
	3	\$80,550	
	4	\$89,450	
	5	\$96,650	
	6	\$103,800	
his business con			

I certify under penalty of perjury that the foregoing information is current and accurate and I authorize the Housing Authority of the County of Santa Cruz to obtain a credit report and /or verify any of the above information.

SIGNATURE

DATE\_\_\_\_\_

# What is it?

Under the Department of Housing And Urban Development (HUD) Act of 1968, known as Section 3, all recipients of certain HUD financial assistance, to the greatest extent feasible, are required to provide job training, employment and contracting opportunities for low or very-low income residents in connection with projects and activities in their neighborhoods.

# What does it mean to you?

All recipients of certain HUD financial assistance must, to the greatest extent feasible, provide all types of employment opportunities to low and very low-income persons, including permanent employment and long-term jobs.

Contractors are encouraged to have 'Section 3 residents' make up at least 30% of their permanent, full time staff.

In addition, the Housing Authority is encouraged to award contracts to 'Section 3 businesses concerns'.

# What is a 'Section 3 resident'?

- Public housing residents and / or
- For the purposes of the Housing Authority of the County of Santa Cruz, persons who live in Santa Cruz County and who have household income that falls below HUD's income limits (see below)

# What is a 'Section 3 business concern'?

- A business that is 51% or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30% of its full-time permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25% or more of the dollar amount of the awarded contract.

# What are the HUD income limits in use for Section 3?

Number of people in the household	Annual Household Income
1	\$62,650
2	\$71,600
3	\$80,550
4	\$89,450
5	\$96,650
6	\$103,800

If you are awarded this contract, and if you will be requesting a Section 3 preference, you will be required to report information to the Housing Authority regarding the Section 3 status of your business. Further information and forms will be included with the formal contract package.

# All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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

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

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

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

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

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

**G.** With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

# DOCUMENT #00481 NONCOLLUSION AFFIDAVIT Public Contracts Code §7106

# NON COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID STATE OF CALIFORNIA, COUNTY OF SANTA CRUZ

(NAM	E OF PRINCIPAL BIDDER), being first duly
sworn, depose and says that I am	OFFICE OF
AFFIANT) of	(NAME OF BIDDER), the party making the
foregoing bid, that the bid is not made in the interest	est of, or on behalf of, any undisclosed person,
partnership, company, association, organization, o	r corporation; that the bid is genuine and not collusive
or sham; that Bidder has not directly or indirectly	induced or solicited any other bidder to put in a false
or sham bid, and has not directly or indirectly coll	uded, conspired, connived or agreed with any bidder
or anyone else to put in a sham bid, or that anyone	shall refrain from bidding, and has not in any
manner, directly or indirectly, sought by agreemen	it, communication or conference with anyone to fix
the bid price of Bidder or any other bidder, or to fi	x any overhead, profit or cost element of the bid price,
or of that of any other bidder, or to secure any adv	antage against the Housing Authority of the County of
Santa Cruz, or anyone interested in the proposed c	ontract; that all statements in the bid are true; and
further, that Bidder has not, directly or indirectly,	submitted his or her bid price or any breakdown
thereof, or the contents thereof, or divulged inform	nation or data relative thereto, or paid, and will not
pay, any fee to any corporation, partnership, comp	any association, organization, bid depository, or to
any member or agent thereof to effectuate a collus	ive or sham bid; and that Bidder has made a complete
disclosure to the Housing Authority of the County	of Santa Cruz of all facts bearing upon any possible
interest, direct or indirect, which Bidder believes a	my representative of the Housing Authority of the
County of Santa Cruz or other officer or employee	of Housing Authority of the County of Santa Cruz
presently has or will have in this Contract or in the	e performance thereof or in any portion of the profits
thereof.	

Signature:	

ACKNOWLEDGMENT
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of)
On before me, (insert name and title of the officer)
(insert name and title of the officer)
personally appeared
WITNESS my hand and official seal.
Signature (Seal)

# DOCUMENT 00430 SUBCONTRACTORS LIST Exterior Repainting Project 2019

Bidder submits the following information as to subcontractors Bidder intends to employ if awarded the contract.

Name and Address of Subcontractor & Location of Mill or Shop	Description of Work: Reference to Contract Items	Prices Under Subcontract	Subcontractor's	License No.
			State of California Contractors License	Appropriate Business License
	iddar to attach addition			

(Bidder to attach additional sheets if necessary) END OF DOCUMENT

# General Conditions for Non-Construction Contracts

Section II - (With Maintenance Work)

### **U.S. Department of Housing and Urban Development** Office of Public and Indian Housing Office of Labor Relations OMB Approval No. 2577-0157 (exp. 1/01/2014)

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

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 use Section I;
- Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

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# Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

- 1. Minimum Wages
  - (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. 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 classifications and wage rates approved by HUD under subparagraph 1(b), 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.
  - (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
    - The work to be performed by the classification required is not performed by a classification in the wage determination;
    - (2) The classification is utilized in the area by the industry; and
    - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
    - (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

## 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD 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.

## 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records 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.

### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform 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 (ETA), 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/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;

- A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

### 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.
- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

#### 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

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

### 7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II 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 the provisions contained in these clauses.

#### 8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and anyfringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employedunder the Contract, is inapplicable to the contract and shall notbe enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract wheneversuch non-Federal prevailing wage rate, exclusive of any fringebenefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.—

# **MODIFICATIONS TO GENERAL CONDITIONS**

Exterior Repainting Project 2019

## Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the construction work to be performed under the contract, except if the construction work has been determined to be "Nonroutine Maintenance" subject to the terms of that clause of this contract.

## (a) Minimum Wages.

(1) All laborers and mechanics employed or working upon the site of the work (or, under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid not less than 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 Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics 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;

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

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

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs

(b)(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 on the site of the work (or, under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, 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 or subcontractor to the

respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(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 at the site of the work (or, under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

(2) **Trainees**. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal

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

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

(e) **Compliance with Copeland Act requirements**. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract. (f) **Contract termination; debarment**. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in (g) **Compliance with Davis-Bacon and related Act requirements**.

All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

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

(2) No part of this contract shall be subcontracted to any person or firm ineligible 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).

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

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

(1) **Overtime requirements**. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

# (2) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.

# (3) Withholding for unpaid wages and liquidated damages.

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

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

# [X] 47. Labor Standards-Non-routine Maintenance

(*If checked*, for contracts exceeding \$2,000, HUD has determined that the construction covered by this contract consists of non-routine maintenance (as defined in 24 CFR 968.203) necessary for the operation of the Public or Indian Housing project; and the labor standards set forth below and the provisions of Section 12 of the United States Housing Act of 1937 which pertain to such work shall apply. Clause 47 does not apply to this contract.)

(a) **Minimum Wages**. (1) All laborers and mechanics employed or working upon the site of the work 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 due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. 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 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 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 only when the following criteria have been met:

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

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

(C) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(b) Withholding of funds. The Contracting Officer, upon his or her own action or upon request of HUD shall withhold or cause to be withheld from the Contractor under this contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed or working on the site of the work all or part of the wages required by the contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, or advance, until such violations have ceased. The PHA or HUD 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 at the site of the work. 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, daily and weekly number of hours worked, deductions made, and actual wages paid. (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (d)(1) above. 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 OMB under OMB control number 1215-0149). (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 subparagraph (c)(1) of this clause and that such information is correct and complete;
(B) that each laborer or mechanic 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 in29 CFR Part 3; and

(C) that each laborer or mechanic has been paid not less than the applicable wage rates 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 the PHA 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 or denial of participation in HUD's programs pursuant to 24 CFR Part 24.

(d) **Compliance with Copeland Act requirements**. The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

(e) **Contract termination; debarment**. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 24 CFR Part 24.

# (f) Disputes concerning labor standards.

(1) Disputes arising out of the labor standards provisions of paragraphs (a), (b), (c), and (e) of this clause shall be subject to the general disputes clause of this contract.

(2) Disputes arising out of the labor standards provisions of paragraphs (d), and (g) 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 paragraph (f)(2) 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.

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

(1) **Overtime requirements**. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or

mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

# (2) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the provisions set Forth in subparagraph (g)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in subparagraph (g)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (g)(1) of this clause.

# (3) Withholding for unpaid wages and liquidated damages.

HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor or subcontractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (g)(2) of this clause.

(h) **Subcontracts**. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause 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 the provisions contained in this clause.

# 48. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever either of the following occurs:

(1) Such non-Federal prevailing wage rate exceeds: (A) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a et seq) to be prevailing in the locality with respect to such trade; (B) an applicable apprentice wage rate based thereon specified

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

(2) Such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

# END of DOCUMENT

# Appendix Exterior Repainting Project 2019

Properties List and Wage Identifications

HUD Wage scale			
section	North County Locations:	South County Locations:	
	1) 1223 Broadway Ave # 1-5	10) 160 Blackburn Ave # A-N	
	Santa Cruz, CA. 95062	Watsonville, CA. 95076	
	√ 5 Units	14 Units	
	2) 301 La Fonda Ave # 1-12	11) 100-146 Seneca Court	
	Santa Cruz, CA. 95062	Watsonville, CA. 95076	
	12 Units	24 Units	
	3) 81A-87D Grandview St	12) 225A-239B Crestview Dr	
	Santa Cruz, CA. 95062	Watsonville, CA. 95076	
	15 Units	16 Units	
	4) 951 30th Ave # 1-19	13) 179A-195B Montebello Dr	
	Santa Cruz, CA. 95062	320A-326B Clifford Ave	
	19 Units	Watsonville, CA. 95076	
		16 Units	
	5) 1900A-1920C Courtyard Dr Capitola, CA. 95010	14) 310A-314H Clifford Ave	
	12 Units	Watsonville, CA. 95076	
		16 Units	
	6) 2635 Portola Dr # 1-24		
	Santa Cruz, CA. 95062	15) 308 Clifford Ave # A-P	
	24 Units	Watsonville, CA. 95076	
	7) 2350 17th Ave # 1-14	16 Units	
	Santa Cruz, CA. 95062	16) 50 Arista Court # A-P	
	14 Units	Watsonville, CA. 95076	
		16 Units	
	8) 925-935 Brommer St		
	Santa Cruz, CA. 95062	17) 55 Arista Lane # A-O	
	9) 3201 Merrill Rd # 1-15	Watsonville, CA. 95076 15 Units	
	Aptos, CA. 95003		
		18) 127-193 East Front St	
/	10) 2160 41st Ave.	Watsonville, CA. 95076	
	Capitola, CA 95010	34 Units	
(			
DIR Wage sca	ale	19) 100A-114D Tierra Alta Dr Watsonville, CA. 95076	
section		36 Units	
	Wage Scale Key	<b></b>	
	=HUD Wage scale	DOL Wage so section	ale
	=DOL Wage scale	Section	
	=DIR Wage scale		

Appendix - HL	JD Wage Scales	
Urb	an Development	HUD FORM 52158 (06/2006)
	LR 2000 Agency ID No:	Wage Decision Type:
Housing Authority of the County of Santa Cruz		☑ Routine Maintenance ☑ Nonroutine Maintenance
	Effective Date:	Expiration Date:
		June 30, 2019
American Housin	a Assistance and Self-determinatio	n Act of 1996, as amended, (Indian
<u>Urin</u>	August 11, 2017 Date	
	HOUR	LY WAGE RATES
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
	15.69 21.12 23.90 20.52 20.52 14.59	6.99 8.04 8.58 7.93 7.93 6.77
ourney er"		
	U.S. Depa Urb Offic Cruz ant to Section 12( American Housin hay pay to mainten U.S. Depa	Cruz Cruz Cruz Cruz Cruz Cruz Cruz Cruz

#### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: NC-23-102-1-2018-2

ISSUE DATE: August 22, 2018 EXPIRATION DATE OF DETERMINATION: June 30, 2019\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

			Employer Payments			Straight-Time			Overtime Hourly Rate		_
Classification <sup>a</sup>	Basic	Health	Pension	Vacation	Training	Other	Hours <sup>f</sup>	Total	Daily	Saturday <sup>b</sup>	Sunday/
(Journeyperson)	Hourly	and		and		Payments		Hourly			Holiday
	Rate <sup>g</sup>	Welfare		Holiday				Rate	1 1/2X	1 1/2X	2X
AREA 1 °											
Construction Specialist	31.49	8.25	12.20	2.75	0.45	0.30	8	55.40	71.19	71.19	86.93
Group 1; Group 1(B) <sup>e</sup>	30.79	8.25	12.20	2.75	0.45	0.30	8	54.74	70.14	70.14	85.53
Group 1 (A)	31.01	8.25	12.20	2.75	0.45	0.30	8	54.96	70.47	70.47	85.97
Group 1 (C)	30.84	8.25	12.20	2.75	0.45	0.30	8	54.79	70.21	70.21	85.63
Group 1 (E)	31.34	8.25	12.20	2.75	0.45	0.30	8	55.29	70.96	70.96	86.63
Group 1 (G)	30.99	8.25	12.20	2.75	0.45	0.30	8	54.94	70.44	70.44	85.93
Group 2	30.64	8.25	12.20	2.75	0.45	0.30	8	54.59	69.91	69.91	85.23
Group 3; Group 3(A)	30.54	8.25	12.20	2.75	0.45	0.30	8	54.49	69.76	69.76	85.03
Group 4; Group 6(B)	24.23	8.25	12.20	2.75	0.45	0.30	8	48.18	60.30 <sup>d</sup>	60.30 <sup>d</sup>	72.41 <sup>d</sup>
Group 6	31.75	8.25	12.20	2.75	0.45	0.30	8	55.70	71.58	71.58	87.45
Group 6 (A)	31.25	8.25	12.20	2.75	0.45	0.30	8	55.20	70.83	70.83	86.45
Group 6 (C)	30.66	8.25	12.20	2.75	0.45	0.30	8	54.61	69.94	69.94	85.27
Group 6 (D)	31.37	8.25	12.20	2.75	0.45	0.30	8	55.32	71.01	71.01	86.69
Group 6 (E)	30.39	8.25	12.20	2.75	0.45	0.30	8	54.34	69.54	69.54	84.73
Group 7 – Stage 1 (1st 6 months)	21.38	8.25	12.20	2.75	0.45	0.30	8	45.33	56.02	56.02	66.71
Stage 2 (2 <sup>nd</sup> 6 months)	24.43	8.25	12.20	2.75	0.45	0.30	8	48.38	60.60	60.60	72.81
Stage 3 (3 <sup>rd</sup> 6 months)	27.49	8.25	12.20	2.75	0.45	0.30	8	51.44	65.18	65.18	78.92
AREA 2°											
Construction Specialist	30.49	8.25	12.20	2.75	0.45	0.30	8	54.44	69.69	69.69	84.93
Group 1; Group 1(B) <sup>e</sup>	29.79	8.25	12.20	2.75	0.45	0.30	8	53.74	68.64	68.64	83.53
Group 1 (A)	30.01	8.25	12.20	2.75	0.45	0.30	8	53.96	68.97	68.97	83.97
Group 1 (C)	29.84	8.25	12.20	2.75	0.45	0.30	8	53.79	68.71	68.71	83.63
Group 1 (E)	30.34	8.25	12.20	2.75	0.45	0.30	8	54.29	69.46	69.46	84.63
Group 2	29.64	8.25	12.20	2.75	0.45	0.30	8	53.59	68.41	68.41	83.23
Group 3; Group 3(A)	29.54	8.25	12.20	2.75	0.45	0.30	8	53.49	68.26	68.26	83.03
Group 4; Group 6(B)	23.23	8.25	12.20	2.75	0.45	0.30	8	47.18	58.80 <sup>d</sup>	$58.80^{d}$	70.41 <sup>d</sup>
Group 6	30.75	8.25	12.20	2.75	0.45	0.30	8	54.70	70.08	70.08	85.45
Group 6 (A)	30.25	8.25	12.20	2.75	0.45	0.30	8	54.20	69.33	69.33	84.45
Group 6 (C)	29.66	8.25	12.20	2.75	0.45	0.30	8	53.61	68.44	68.44	83.27
Group 6 (D)	30.37	8.25	12.20	2.75	0.45	0.30	8	54.32	69.51	69.51	84.69
Group 6 (E)	29.39	8.25	12.20	2.75	0.45	0.30	8	53.34	68.04	68.04	82.73
Group 7 – Stage 1 (1st 6 months)	20.68	8.25	12.20	2.75	0.45	0.30	8	44.63	54.97	54.97	65.31
Stage 2 ( $2^{nd}$ 6 months)	23.63	8.25	12.20	2.75	0.45	0.30	8	47.58	59.40	59.40	71.21
Stage 3 (3 <sup>rd</sup> 6 months)	26.59	8.25	12.20	2.75	0.45	0.30	8	50.54	63.83	63.83	77.12
				DOD OF LOOP			an or m				

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT <u>HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.</u>ASP. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1. 2008 AND PRIOR TO SEPTEMBER 27. 2012. PLEASE

CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT <u>HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML</u>. a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER

PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.50 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER,

MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

c AREA 1 - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES. AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.

d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.

f WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 ½) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.

g ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISION FOR MAP DESCRIPTION AND EXCEPTIONS.

**RECOGNIZED HOLIDAYS:** HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT <u>HTTP://WWW.DIR.CA.GOV/OPRI/DPREWAGEDETERMINATIONHM</u>. HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT <u>HTTP://WWW.DIR.CA.GOV/OPRL/DPREWAGEDETERMINATION.HTM</u>. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

DETERMINATION: NC-23-102-1-2018-2 and NC-23-102-1-2018-2A CONSTRUCTION SPECIALIST ASPHALT IRONERS AND RAKERS CHAINSAW CONCRETE DIAMOND CHAINSAW LASER BEAM IN CONNECTION WITH LABORER'S WORK MASONRY AND PLASTER TENDER MASONRY AND PLASTER TENDER MECHANICAL PIPE LAYER-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER CAST IN PLACE MANHOLE FORM SETTERS PRESSURE PIPELAYERS DAVIS TRENCHER – 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS) STATE LICENSED BLASTERS AS DESIGNATED DIAMOND DRILLERS DIAMOND CORE DRILLER MULTIPLE UNIT DRILLS HIGH SCALERS (INCLUDING DRILLING OF SAME) HYDRAULIC DRILLS CERTIFIED WELDER GROUP 1 (FOR CONTRA COSTA COUNTY ONLY, USE GROUP 1 (G) FOR SOME OF THE FOLLOWING CLASSIFICATIONS) ASPHALT SPREADER BOXES (ALL TYPES) BARKO, WACKER AND SIMILAR TYPE TAMPERS BUGGYMOBILE CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYERS CERTIFIED ASBESTOS AND MOLD REMOVAL WORKER CERTIFIED HAZARDOUS WASTE WORKER (INCLUDING LEAD ABATEMENT) COMPACTORS OF ALL TYPES CONCRETE AND MAGNESITE MIXER AND 1/2 YARD CONCRETE PAN WORK CONCRETE SANDERS, CONCRETE SAW CRIBBERS AND/OR SHORING CUT GRANITE CURB SETTER DRI PAK-IT MACHINE FALLER, LOGLOADER AND BUCKER FORM RAISERS, SLIP FORMS GREEN CUTTERS HEADERBOARD MEN, HUBSETTERS, ALIGNERS BY ANY METHOD HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER, 100 LBS. PRESSURE/OVER) HYDRO SEEDER AND SIMILAR TYPE JACKHAMMER OPERATORS JACKING OF PIPE OVER 12 INCHES JACKSON AND SIMILAR TYPE COMPACTORS KETTLEMEN, POTMEN, AND MEN 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, EPOXY RESIN, FIBER GLASS AND MASTIC WORKERS (WET/DRY) NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS PAVEMENT BREAKERS AND SPADERS, INCLUDING TOOL GRINDER PERMA CURBS PRECAST-MANHOLE SETTERS PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING) PRESSURE PIPE TESTER POST HOLE DIGGERS-AIR, GAS, AND ELECTRIC POWER BROOM SWEEPERS POWER TAMPERS OF ALL TYPES, EXCEPT AS SHOWN IN GROUP 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 SAND BLASTERS, POTMEN, GUNMEN, AND NOZZLEMEN

SIGNALING AND RIGGING

SKILLED WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS, DOORS, PLUMBING AND ELECTRIC FIXTURES)

TANK CLEANERS TREE CLIMBERS

TRENCHLESS TECHNOLOGY LABORER- PIPE INSTALLATION, BURSTING, RELINING, OR SIMILAR

TRENCHLESS LABORER'S WORK, CAMERA CONTROLLER

VIBRA-SCREED-BULL FLOAT IN CONNECTION WITH LABORER'S WORK VIBRATORS

#### GROUP 1 (A)

ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER & EXPLOSIVES OF WHATEVER TYPE, REGARDLESS OF METHOD USED FOR LOADING AND PLACING JOY DRILL MODEL TWM-2A

GARDENER-DENVER MODEL DH 143 AND SIMILAR TYPE DRILLS TRACK DRILLERS

JACK LEG DRILLERS

WAGON DRILLERS

MECHANICAL DRILLERS-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER BLASTERS AND POWDERMAN

TREE TOPPER

BIT GRINDER

#### GROUP 1 (B) -- SEE GROUP 1 RATES

SEWER CLEANERS (ANY WORKMEN WHO HANDLE OR COME IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS) SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. 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.

**<u>GROUP L(C)</u>** BURNING AND WELDING IN CONNECTION WITH LABORER'S WORK SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING

<u>GROUP 1 (D)</u> SEE FOOTNOTE A ON PAGE 49

GROUP 1 (E) WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS (DEEP FOOTINGS IS A HOLE 15 FEET OR MORE IN DEPTH) SHAFT IS AN EXCAVATION OVER FIFTEEN (15) FEET DEEP OF ANY TYPE

GROUP 1 (G) APPLIES ONLY TO WORK IN CONTRA COSTA COUNTY PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING),

CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, 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 IN CONTRA COSTA COUNTY ONLY

GROUP 1(H) SEE FOOTNOTE A ON PAGE 49 GROUP 2 ASPHALT SHOVELERS CEMENT DUMPERS AND HANDLING DRY CEMENT OR GYPSUM CHOKE-SETTER AND RIGGER (CLEARING WORK) CONCRETE BUCKET DUMPER AND CHUTEMAN CONCRETE CHIPPING AND GRINDING CONCRETE LABORERS (WET OR DRY) DRILLERS HELPER, CHUCK TENDER, NIPPER (ONE CHUCKTENDER ON SINGLE MACHINE OPERATION WITH MINIMUM OF ONE CHUCKTENDER FOR EACH TWO MACHINES ON MULTIPLE MACHINE OPERATION, JACKHAMMERS IN NO WAY INVOLVED IN THIS ITEM.) GUINEA CHASER (STAKEMAN), GROUT CREW HIGH PRESSURE NOZZLEMAN, ADDUCTORS HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE) LOADING AND UNLOADING, CARRYING AND HANDLING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION PITTSBURGH CHIPPER, AND SIMILAR TYPE BRUSH SHREDDERS SEMI-SKILLED WRECKER (SALVAGING OF OTHER BUILDING MATERIALS) – SEE ALSO SKILLED WRECKER (GROUP 1) SLOPER SINGLEFOOT, 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 LABORERS, GENERAL LABORERS AND CLEANUP LABORERS DEMOLITION WORKER DUMPMAN, LOAD SPOTTER FLAGPERSON/PEDESTRIAN MONITOR FIRE WATCHER FENCE ERECTORS, INCLUDING TEMPORARY FENCING GUARDRAIL ERECTORS GARDENER, HORTICULTURAL AND LANDSCAPE LABORERS (SEE GROUP 4, FOR LANDSCAPE MAINTENANCE ON NEW CONSTRUCTION DURING PLANT ESTABLISHMENT PERIOD) JETTING LIMBERS, BRUSH LOADERS, AND PILERS PAVEMENT MARKERS (BUTTON SETTERS) PAVERS/INTERLOCKING PAVERS (ALL TYPES) AND INTERLOCKING PAVER MACHINES MAINTENANCE, REPAIR TRACKMEN AND ROAD BEDS STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR TOOL ROOM ATTENDANT (JOBSITE ONLY) WHEELBARROW, INCLUDING POWER DRIVEN GROUP 3 (A) - SEE GROUP 3 RATES COMPOSITE CREW PERSON (OPERATION OF VEHICLES, WHEN IN CONJUNCTION WITH LABORER'S DUTIES) **GROUP 4** ALL FINAL CLEANUP OF DEBRIS, GROUNDS AND BUILDINGS NEAR THE COMPLETION OF

THE PROJECT INCLUDING BUT NOT LIMITED TO STREET CLEANERS (NOT APPLICABLE TO ENGINEERING OR HEAVY HIGHWAY PROJECTS) CLEANING AND WASHING WINDOWS (NEW CONSTRUCTION ONLY), SERVICE LANDSCAPE

LABORERS (SUCH AS GARDENER, HORTICULTURE, MOWING, TRIMMING, REPLANTING, WATERING DURING PLANT ESTABLISHMENT PERIOD) ON NEW CONSTRUCTION BRICK CLEANERS (JOB SITE ONLY)

MATERIAL CLEANERS (JOB SITE ONLY)

NOTE: AN ADDITIONAL DETERMINATION FOR LANDSCAPE MAINTENANCE WORK AFTER THE PLANT ESTABLISHMENT PERIOD OR WARRANTY PERIOD IS PUBLISHED ON PAGE 57 OF THESE GENERAL DETERMINATIONS.

# GROUP 6 STRUCTURAL NOZZLEMAN

GROUP 6 (A) NOZZLEMAN (INCLUDING GUNMAN, POTMAN) RODMAN

#### GROUNDMAN

<u>GROUP 6 (B)</u> -- SEE GROUP 4 RATES GUNITE TRAINEE (ONE GUNITE LABORER SHALL BE ALLOWED FOR EACH THREE (3) JOURNEYMAN (GROUP 6, 6A, 6C, OR GENERAL LABORER) ON A CREW. IN THE ABSENCE OF THE JOURNEYMAN, THE GUNITE TRAINEE RECEIVES THE JOURNEYMAN SCALE.). NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

#### GROUP 6 (C) REBOUNDMAN

GROUP 6 (D) ALIGNER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

#### GROUP 6 (E)

ALIGNER HELPER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

#### GROUP 2

ENTRY LEVEL LANDSCAPE LABORER (RATIO FOR ENTRY LEVEL IS ONE IN THREE. AT LEAST ONE SECOND PERIOD ENTRY LEVEL AND AT LEAST ONE THIRD PERIOD ENTRY LEVEL MUST BE EMPLOYED BEFORE EMPLOYING ANOTHER FIRST PERIOD TRAINEE).

NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE

### CRAFT: #LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)

#### DETERMINATION: NC-23-102-1-2018-2A ISSUE DATE: August 22, 2018

EXPIRATION DATE OF DETERMINATION: June 30, 2019\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director-Research Unit for specific rates at (415) 703-4774. LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COULSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE,

LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

			Empl	oyer Payment	ts		Straight-Ti	me	Ove	rtime Hourly Ra	te
Classification <sup>a</sup> (Journeyperson)	Basic Hourly Rate <sup>f</sup>	Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X
AREA 1 °											
Construction Specialist	34.49	8.25	12.20	2.75	0.45	0.30	8	58.44	75.69	75.69	92.93
Group 1; Group 1(B) <sup>e</sup>	33.79	8.25	12.20	2.75	0.45	0.30	8	57.74	74.64	74.64	91.53
Group 1 (A)	34.01	8.25	12.20	2.75	0.45	0.30	8	57.96	74.97	74.97	91.97
Group 1 (C)	33.84	8.25	12.20	2.75	0.45	0.30	8	57.79	74.71	74.71	91.63
Group 1 (E)	34.34	8.25	12.20	2.75	0.45	0.30	8	58.29	75.46	75.46	92.63
Group 1 (G)	33.99	8.25	12.20	2.75	0.45	0.30	8	57.94	74.94	74.94	91.93
Group 2	33.64	8.25	12.20	2.75	0.45	0.30	8	57.59	74.41	74.41	91.23
Group 3; Group 3(A)	33.54	8.25	12.20	2.75	0.45	0.30	8	57.49	74.26	74.26	91.03
Group 4; Group 6(B)	27.23	8.25	12.20	2.75	0.45	0.30	8	51.18	64.80 <sup>d</sup>	64.80 <sup>d</sup>	78.41 <sup>d</sup>
Group 6	34.75	8.25	12.20	2.75	0.45	0.30	8	58.70	76.08	76.08	93.45
Group 6 (A)	34.25	8.25	12.20	2.75	0.45	0.30	8	58.20	75.33	75.33	92.45
Group 6 (C)	33.66	8.25	12.20	2.75	0.45	0.30	8	57.61	74.44	74.44	91.27
Group 6 (D)	34.37	8.25	12.20	2.75	0.45	0.30	8	58.32	75.51	75.51	92.69
Group 6 (E)	33.39	8.25	12.20	2.75	0.45	0.30	8	57.34	74.04	74.04	90.73
Group 7 – Stage 1 (1st 6 months)	24.38	8.25	12.20	2.75	0.45	0.30	8	48.33	60.52	60.52	72.71
Stage 2 (2 <sup>nd</sup> 6 months)	27.43	8.25	12.20	2.75	0.45	0.30	8	51.38	65.10	65.10	78.81
Stage 3 (3rd 6 months)	30.49	8.25	12.20	2.75	0.45	0.30	8	54.44	69.68	69.68	84.92
AREA 2 <sup>c</sup>											
Construction Specialist	33.49	8.25	12.20	2.75	0.45	0.30	8	57.44	74.19	74.19	90.93
Group 1; Group 1(B) <sup>e</sup>	32.79	8.25	12.20	2.75	0.45	0.30	8	56.74	73.14	73.14	89.53
Group 1 (A)	33.01	8.25	12.20	2.75	0.45	0.30	8	56.96	73.47	73.47	89.97
Group 1 (C)	32.84	8.25	12.20	2.75	0.45	0.30	8	56.79	73.21	73.21	89.63
Group 1 (E)	33.34	8.25	12.20	2.75	0.45	0.30	8	57.29	73.96	73.96	90.63
Group 2	32.64	8.25	12.20	2.75	0.45	0.30	8	56.59	72.91	72.91	89.23
Group 3; Group 3(A)	32.54	8.25	12.20	2.75	0.45	0.30	8	56.49	72.76	72.76	89.03
Group 4; Group 6(B)	26.23	8.25	12.20	2.75	0.45	0.30	8	50.18	63.30 <sup>d</sup>	63.30 <sup>d</sup>	76.41 <sup>d</sup>
Group 6	33.75	8.25	12.20	2.75	0.45	0.30	8	57.70	74.58	74.58	91.45
Group 6 (A)	33.25	8.25	12.20	2.75	0.45	0.30	8	57.20	73.83	73.83	90.45
Group 6 (C)	32.66	8.25	12.20	2.75	0.45	0.30	8	56.61	72.94	72.94	89.27
Group 6 (D)	33.37	8.25	12.20	2.75	0.45	0.30	8	57.32	74.01	74.01	90.69
Group 6 (E)	32.39	8.25	12.20	2.75	0.45	0.30	8	56.34	72.54	72.54	88.73
Group 7 – Stage 1 (1 <sup>st</sup> 6 months)	23.68	8.25	12.20	2.75	0.45	0.30	8	47.63	59.47	59.47	71.31
Stage 2 (2 <sup>nd</sup> 6 months)	26.63	8.25	12.20	2.75	0.45	0.30	8	50.58	63.90	63.90	77.21
Stage 3 (3 <sup>rd</sup> 6 months)	29.59	8.25	12.20	2.75	0.45	0.30	8	53.54	68.33	68.33	83.12

### PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT

HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.

a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.50 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

- b SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.
- c AREA 1 ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.
- AREA 2 ALPINE, MADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.
- d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.
- e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.
- f ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISIONS FOR MAP DESCRIPTION AND EXCEPTIONS.

**RECOGNIZED HOLIDAYS:** HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT <u>HTTP://WWW.DIR.CA.GOV/OPRI/DPREWAGEDETERMINATIONH.M.</u> HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT <u>HTTP://WWW.DIR.CA.GOV/OPRL/DPREWAGEDETERMINATION.HTM</u>. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

### GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

# LOCALITY: SANTA CRUZ COUNTY

DET	ETERMINATION: STZ-2018-2					IPLOYE	R PAYMENTS	STRAI	GHT-TIME	OVERTIME HOURLY RATE			RATE					
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	ноц	ISIC JRLY ATE	HEALTH AND WELFARE	PEN	NSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE		DAILY	SA	TURDAY	SUNDAY AND HOLIDAY
#	BRICKLAYER, BLOCKLAYER:																	
	BRICKLAYER, BLOCKLAYER, STONEMASON	8/22/2018	04/30/2019*	A 4	40.480	9.950		12.150	в 2.000	0.800	c 1.200	D 8.0	66.580	Е	87.820	E	87.820	109.060
	POINTER, CLEANER, CAULKER, WATERPROOFER	8/22/2018	12/31/2018**	A 4	47.800	9.950		11.790	F -	1.510	0.430	D 8.0	71.480		95.380	G	95.380	119.280
#	BRICK TENDER	8/22/2018	04/30/2019*	н 3	33.070	8.250		11.040	F -	0.450	-	1 8.0	52.810	J	69.350	J	69.350	85.880
#	CARPET, LINOLEUM,	0/22/2010	0 11 0 01 20 10			0.200				0.100		0.0	02.010	-	00.000	-	00.000	
	SOFT FLOOR LAYER	8/22/2018	12/31/2018**	A 4	17.950	10.150		15.250	К -	0.630	0.340	8.0	74.320	L	98.290	L	98.290	122.270
	FLOOR COVERING HANDLER AFTER 3 YEARS	8/22/2018	12/31/2018**	A 2	23.950	10.150		7.630	к -	0.050	0.340	8.0	42.120	L	54.100	L	54.100	66.070
	FLOOR COVERING HANDLER LESS THAN 3 YEARS	8/22/2018	12/31/2018**	A 1	19.150	10.150		6.100	к -	0.050	0.340	8.0	35.790	L	45.360	L	45.360	54.940
	FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS	8/22/2018	12/31/2018**	A 1	15.310	10.150		4.880	к -	0.050	0.340	8.0	30.730	L	38.390	L	38.390	46.040
	FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS	8/22/2018	12/31/2018**	A 1	17.230	10.150		5.490	к -	0.050	0.340	8.0	33.260	L	41.880	L	41.880	50.490
#	ELECTRICIAN:																	
	COMM & SYSTEM INSTALLER	2/22/2018	11/30/2018**	3	38.020	10.550	м	5.900	-	1.100	N 0.260	8.0	57.160	0	76.840	0	76.840	96.510
	COMM & SYSTEM TECH.	2/22/2018	11/30/2018**	4	13.720	10.550	м	5.900	-	1.100	N 0.260	8.0	63.060	0	85.690	0	85.690	108.310
	INSIDE WIREMAN, TECHNICIAN	8/22/2018	12/23/2018**	Р 4	46.150	Q 11.700	R	11.450	-	Q 0.950	s 0.780	8.0	72.410	Т	108.620	т	108.620	144.830
	CABLE SPLICER	8/22/2018	12/23/2018**	Р 5	51.920	Q 11.700	R	11.450	-	Q 0.950	s 0.850	8.0	78.430	т	117.640	т	117.640	156.860
	INSIDE WIREMAN (WHEN WELDING)	8/22/2018	12/23/2018**	Р 5	50.770	Q 11.700	R	11.450	-	Q 0.950	s 0.830	8.0	77.220	т	115.830	т	115.830	154.450
#	FIELD SURVEYOR:																	
U	CHIEF OF PARTY	2/22/2018	02/28/2019**	4	42.190	13.880	v	11.510	w 4.270	1.020	0.210	8.0	73.080	х	94.170	Y	94.170	115.270
U	INSTRUMENTMAN	2/22/2018	02/28/2019**	3	39.100	13.880	V	11.510	w 4.270	1.020	0.210	8.0	69.990	х	89.540	Y	89.540	109.090
U	CHAINMAN/RODMAN	2/22/2018	02/28/2019**	3	36.220	13.880	V	11.510	w 4.270	1.020	0.210	8.0	67.110	х	85.220	Y	85.220	103.330
#	GLAZIER	2/22/2018	06/30/2018*	A 4	46.080	10.150	z	17.390	-	0.550	AA 0.380	8.0	74.550	AB	97.590		120.630	120.630
# A	C MARBLE FINISHER	8/22/2018	07/31/2019*	AD 3	34.250	9.950		4.860	к -	0.450	0.830	8.0	50.340	AE	67.460		84.590	84.590
# A		8/22/2018	07/31/2019*	AD 4	47.030	9.950		16.040	к -	0.800	1.090	8.0	74.910	AE	98.430		121.940	121.940
#	PAINTER:																	
А	F BRUSH AND SPRAY	8/22/2018	12/31/2018**	н 4	40.570	10.150	v	13.120	к -	0.560	0.380	D 8.0	64.780		85.070	AG	85.070	105.350
А	F METALIZING AND THERMAL SPRAY	8/22/2018	12/31/2018**	н 4	12.570	10.150	V	13.120	к -	0.560	0.380	D 8.0	66.780		88.070	AG	88.070	109.350
А	H INDUSTRIAL PAINTER	8/22/2018	12/31/2018**	н 4	41.570	10.150	V	13.120	к -	0.560	0.380	D 8.0	65.780		86.570	AG	86.570	107.350
А	SANDBLASTER, STEAM CLEANER, F WATERBLASTER	8/22/2018	12/31/2018**	н 4	11.070	10.150	v	13.120	к -	0.560	0.380	D 8.0	65.280		85.820	AG	85.820	106.350
А	F EXOTIC MATERIALS	8/22/2018	12/31/2018**	н 4	1.320	10.150	V	13.120	к -	0.560	0.380	D 8.0	65.530		86.190	AG	86.190	106.850
А	PAPERHANGER, WALLCOVERING, LEAD F ABATEMENT	8/22/2018	12/31/2018**	н 4	41.570	10.150	v	13.120	к -	0.560	0.380	D 8.0	65.780		86.570	AG	86.570	107.350
	TAPER	2/22/2018	06/30/2018*	AI 4	40.980	10.150		14.630	к -	0.560	0.520	8.0	66.840		87.330	D	87.330	AG 107.820
А	J TAPER CLEAN-UP	2/22/2018	06/30/2018*	AK 1	16.360	10.150		-	-	-	-	8.0	26.510		34.690	D	34.690	AG 42.870
#	PLASTERER	8/22/2018	12/31/2018**	AL 3	34.860	13.480		13.550	3.500	1.150	1.200	8.0	67.740		84.180	AM	84.180	100.620
# A	N PLASTER TENDER	8/22/2018	06/30/2019*		37.140	8.250	_	11.730		0.450	AP 0.450	8.0		AQ	74.640			91.250
#	PLUMBER:																	
	PLUMBER, PIPE FITTER & REFRIGERATION FITTER (HVAC)	8/22/2018	09/30/2018*	4	42.300	12.530		18.910	F -	1.500	3.570	8.0	78.810	Е	99.960	E	99.960	121.110
	PIPE TRADESMAN	8/22/2018	09/30/2018*	1	13.000	10.150		1.000	F -	-	0.710	8.0	24.860	Е	31.360	E	31.360	37.860
	UNDERGROUND UTILITY PIPEFITTER	8/22/2018	06/30/2019*	2	27.100	10.600	AR	3.000	2.250	0.450	0.600	8.0	44.000		57.550	D	57.550	71.100

### GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

# LOCALITY: SANTA CRUZ COUNTY

DETE	RMINATION: STZ-2018-2			EMPLOYE	R PAYMENTS	STRAIGHT-TIME		OVER	OVERTIME HOURLY					
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
	LANDSCAPE PIPEFITTER	8/22/2018	06/30/2019*	27.100	10.600	ar 3.000	2.250	0.450	0.600	8.0	44.000	57.550	D 57.550	71.100
AS	UNDERGROUND UTILITY ASSISTANT JOURNEYMAN	8/22/2018	06/30/2019*	16.100	10.600	ar 3.000	2.250	0.450	0.600	8.0	33.000	41.050	D 41.050	49.100
AS	LANDSCAPE ASSISTANT JOURNEYMAN	8/22/2018	06/30/2019*	16.100	10.600	AR 3.000	2.250	0.450	0.600	8.0	33.000	41.050	D 41.050	49.100
AT	UNDERGROUND UTILITY TRADESMAN	8/22/2018	06/30/2019*	13.300	10.600	ar 3.000	2.250	0.450	0.600	8.0	30.200	36.850	D 36.850	43.500
AU	LANDSCAPE TRADESMAN I	8/22/2018	06/30/2019*	13.300	10.600	AR -	2.250	0.450	0.600	8.0	27.200	33.850	D 33.850	40.500
AU	LANDSCAPE TRADESMAN II	8/22/2018	06/30/2019*	13.300	10.600	AR 3.000	2.250	0.450	0.600	8.0	30.200	36.850	D 36.850	43.500
	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	8/22/2018	12/31/2018**	38.850	9.670	av 11.780	-	0.520	0.250	8.0	61.070	80.490	80.490	99.920
#	ROOFER													
	ROOFER, KETTLEMAN	8/22/2017	07/31/2018*	AW 38.310	9.660	6.960	3.250	0.850	0.640	8.0	59.670	AX 78.170	AY 78.170	96.670
	HELPER	8/22/2017	07/31/2018*	AW 34.610	9.660	6.960	3.250	0.850	0.640	8.0	55.970	AX 72.620	AY 72.620	89.270
	KETTLEMAN (2 KETTLES)	8/22/2017	07/31/2018*	AW 40.310	9.660	6.960	3.250	0.850	0.640	8.0	61.670	AX 81.170	AY 81.170	100.670
	BITUMASTIC, ENAMELER, COAL TAR, PITCH AND MASTIC WORKER	8/22/2017	07/31/2018*	AW 40.310	9.660	6.960	3.250	0.850	0.640	8.0	61.670	AX 81.170	AY 81.170	100.670
#	SHEET METAL WORKER	8/22/2018	06/30/2019**	н 51.210	AR 14.400	AZ 16.730	F -	1.430	0.570	8.0	84.340	J 111.300	J 111.300	138.250
	FOR SERVICE AND REPAIR	8/22/2018	06/30/2019**	н 51.210	AR 14.400	AZ 16.730	F -	1.430	0.570	8.0	84.340	ва 111.300	вв 111.300	BC 138.250
	METAL DECK & SIDING	8/22/2018	06/30/2019*	н 39.930	AR 14.380	BD 20.000	F -	BE 0.320	-	8.0	74.630	J 95.600	J 95.600	116.560
# BF	TERRAZZO FINISHER	8/22/2018	06/30/2019*	BG 36.180	9.950	5.740	F -	0.800	0.920	8.0	53.590	J 69.440	J 69.440	85.290
# BF	TERRAZZO WORKER	8/22/2018	06/30/2019*	BG 45.900	9.950	15.040	F -	0.800	1.110	8.0	72.800	J 92.810	J 92.810	112.820
#	TILE FINISHER	8/22/2018	03/31/2019*	вн 27.560	9.380	5.220	1.000	0.820	1.000	8.0	44.980	58.760	D 58.760	72.540
	RED CIRCLED FINISHER	8/22/2018	03/31/2019*	вн 33.440	9.380	5.840	1.500	0.820	1.070	8.0	52.050	68.770	D 68.770	85.490
#	TILE SETTER	8/22/2018	03/31/2019*	вн 45.270	9.380	7.070	2.500	1.170	1.670	8.0	67.060	89.690	D 89.690	112.330
	WATER WELL DRILLER	8/22/1998	12/31/1998*	12.700	3.200	0.780	ы 0.630	-	-	8.0	17.310	вј <b>23.660</b>	вј 23.660	вј 23.660
	PUMP INSTALLER	8/22/1998	12/31/1998*	12.700	3.200	0.780	ы 0.630	-	-	8.0	17.310	<sup>BJ</sup> 23.660	вј 23.660	<sup>BJ</sup> 23.660
	HELPER	2/22/2018	03/31/2018*	11.000	3.200	0.780	вк 0.520	-	-	8.0	15.500	вј 21.000	вј 21.000	вј 21.000
	FOOTNOTES													

### LOCALITY: SANTA CRUZ COUNTY DETERMINATION: STZ-2018-2

- \* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT AT (415) 703-4774 FOR NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- \*\* THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN
  CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
- INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP. TO OBTAIN ANY # APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP
- STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.
- & THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- B VACATION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER
- C INCLUDES AMOUNT FOR INDUSTRY PROMOTION FUND, INTERNATIONAL MASONRY INSTITUTE, LABOR MANAGEMENT COOPERATION COMMITTEE, AND VACATION TRUST FUND.
- D SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- E RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- F INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- G RATE APPLIES TO THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.
- H INCLUDES AMOUNT FOR VAC/HOL AND DUES CHECK OFF.
- IN THE EVENT A CREW ON A PROJECT IS PREVENTED FROM WORKING ON A REGULAR WEEK DAY DUE TO INCLEMENT WEATHER OR ACT OF GOD, THAT CREW WILL BE PERMITTED TO WORK ON THE FOLLOWING SATURDAY AT STRAIGHT TIME ON A VOLUNTARY BASIS.
- J RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- K INCLUDED IN BASIC HOURLY RATE.
- L RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- M IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.
- O RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- ALL OF SANTA CRUZ, MONTEREY, AND SAN BENITO COUNTIES WITHIN TWENTY-FIVE (25) AIR-MILES OF HIGHWAY 1 AND DOLAN ROAD IN MOSS LANDING, AND AN AREA EXTENDING FIVE (5) MILES EAST P AND WEST OF HIGHWAY 101 SOUTH TO THE SAN LUIS OBISPO COUNTY LINE. FOR WAGE RATES IN AN AREA OUTSIDE OF THIS DESCRIPTION, PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEA UNIT.
- O CONTRIBUTION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR WORKED.
- CONTRIBUTION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR WORKED. IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE
- R TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8 THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- S CONTRIBUTION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR WORKED. INCLUDES AN AMOUNT EQUAL TO 1.25% OF THE BASIC HOURLY RATE FOR ADMINISTRATIVE MAINTENANCE FUND
- T RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY. ALL OTHER TIME AND WORK PERFORMED ON A SATURDAY THAT IMMEDIATELY FOLLOWS A DESIGNATED HOLIDAY THAT IS OBSERVED ON A FRIDAY ARE PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- DESIGNATED HOLIDAY THAT IS OBSERVED ON A FRIDAY ARE PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- U ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
- V INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- W INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- X RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS, MONDAY THROUGH FRIDAY. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE.
- Y RATE APPLIES TO THE FIRST 12 OVERTIME HOURS WORKED. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT IT IS NOT REASONABLY POSSIBLE TO COMPLETE 40 HOURS OF WORK ON AN 8 HOUR DAY, MONDAY THROUGH FRIDAY, THEN THE BALANCE OF THE 40 HOURS, UP TO 8 HOURS, MAY BE WORKED ON SATURDAY AT THE STRAIGHT-TIME RATE.
- Z INCLUDES AN AMOUNT PER HOUR WORKED FOR IUPAT, IARP, AND RETIREE PENSION.
- AA INCLUDES AMOUNTS FOR INDUSTRY FUND, WORK PRESERVATION FUND, AND LABOR MANAGEMENT COOPERATION INITIATIVE
- AB RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND FIRST 8 HOURS WORKED ON DESIGNATED DAYS OFF; ALL OTHER TIME IS PAID AT THE SATURDAY, SUNDAY AND HOLIDAY OVERTIME RATE.
- AC EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFFOLD SHALL BE PAID AN ADDITIONAL \$20.00 PER DAY ABOVE THE WAGE RATE.

### LOCALITY: SANTA CRUZ COUNTY DETERMINATION: STZ-2018-2

- AD INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.
- AE RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.
- EMPLOYEES SHALL BE ENTITLED TO HIGH TIME PREMIUM WHENEVER THE WORK PERFORMED REQUIRES PERSONAL FALL RESTRAINTS TO BE WORN BY THE EMPLOYEE. THE AMOUNT OF THE PREMIUM SHALL BE AS FOLLOWS: AN ADDITIONAL \$2.00 PER HOUR ABOVE BASIC HOURLY RATE WHEN WORKING OVER 50 FEET ABOVE GROUND OR WATER LEVEL, \$4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET AND \$6.00 PER HOUR WHEN WORKING OVER 180 FEET. EMPLOYEES SHALL BE ENTITLED TO \$1.00 PER HOUR ABOVE THE BASIC HOURLY RATE WHEN PERFORMING WORK FROM OR TO A SUSPENDED PLATFORM S
- AS SAFESPAN, QUICKDECK OR COMPARABLE PLATFORM SYSTEMS ON BRIDGE AND OVERPASS TYPE WORK.
- AG DESIGNATED DAYS OFF SHALL BE PAID AT THE SATURDAY OVERTIME RATE; PLEASE REFER TO THE HOLIDAY PROVISIONS FOR A LIST OF DESIGNATED DAYS OFF.

EMPLOYEES SHALL BE ENTITLED TO HIGH TIME PREMIUM WHENEVER THE WORK PERFORMED REQUIRES PERSONAL FALL RESTRAINTS TO BE WORN BY THE EMPLOYEE. THE AMOUNT OF THE PREMIUM SHALL BE AS FOLLOWS: AN ADDITIONAL \$4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET ABOVE GROUND OR WATER LEVEL AND \$6.00 PER HOUR WHEN WORKING OVER 180 FEET. EMPLOYEES SHALL BE

AH AS FOLLOWS. AN ADDITIONAL \$4.00 PER HOUR WHEN WORKING FROM TO TO TO TO TO FEET ABOVE GROUND OR WHER LEVEL AND \$6.00 PER HOUR WHEN WORKING OVER 160 FEET. EMPLOYEES SHALL BE ENTITLED TO \$1.00 PER HOUR ABOVE THE BASIC HOURLY RATE WHEN PERFORMING WORK FROM OR TO A SUSPENDED PLATFORM SUCH AS SAFESPAN, QUICKDECK OR COMPARABLE PLATFORM SYSTEMS ON BRIDGE AND OVERPASS TYPE WORK.

- AI INCLUDES AMOUNTS FOR VACATION AND DUES CHECK OFF
- AJ PLEASE NOTE THAT THE TAPER CLEAN-UP APPLIES ONLY TO THE TAPER CLASSIFICATION.
- AK INCLUDES AN AMOUNT FOR DUES CHECK OFF
- AL INCLUDES AN AMOUNT WITHHELD FOR DUES CHECKOFF WHICH IS NOT FACTORED IN OVERTIME AND HOLIDAY WAGE RATES. EMPLOYEES WORKING ON AND BEHIND PLASTER GUNS SHALL RECEIVE AN ADDITIONAL \$5.00 PER DAY ABOVE THE WAGE RATE.
- AM RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AN ALL HOD CARRIERS WORKING ON THE HOSE SHALL RECEIVE \$5.00 PER DAY OVER SCALE.
- AO INCLUDES AN AMOUNT FOR VACATION, DUES CHECK-OFF AND ORGANIZING DUES WHICH ARE NOT FACTORED INTO OVERTIME.
- AP AMOUNT IS FOR INDUSTRY PROMOTION FUND.
- AQ RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- AR PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AS THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE.
- AT THERE SHALL BE NO MORE THAN THREE TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE.
- AU THERE SHALL BE NO MORE THAN FOUR TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE. MAINTENANCE WORK, BOTH DURING AND AFTER THE PLANT ESTABLISHMENT PERIOD, MAY BE PERFORMED BY LANDSCAPE TRADESMEN WITHOUT THE SUPERVISION OF A JOURNEYMAN PIPEFITTER.
- AV INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.
- AW INCLUDES AN AMOUNT WITHHELD FOR DUES CHECK OFF WHICH IS NOT FACTORED IN OVERTIME AND HOLIDAY WAGE RATES.
- AX RATE APPLIES TO THE FIRST 2 OVERTIME HOURS ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AY IN THE EVENT THAT CONDITIONS ON ONE OR MORE DAYS DURING THE REGULAR WORK WEEK PREVENT EMPLOYEES FROM WORKING ON SCHEDULED WORK DURING SUCH WEEK, WORK MAY BE PERFORMED ON SATURDAY AT STRAIGHT TIME RATES OF PAY.
- INCLUDES AN AMOUNT FOR PENSION WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER AZ PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- FOR BOTH THE MONDAY-FRIDAY AND THE TUESDAY-SATURDAY SERVICE WORKWEEKS, RATE APPLIES TO THE FIRST FOUR (4) HOURS WORKED OUTSIDE OF THE EMPLOYEE'S NORMAL EIGHT (8) WORK HOURS; ALL OTHER OVERTIME SHALL BE PAID AT THE DOUBLE TIME RATE OF PAY.
- BAPPLIES TO THE FIRST EIGHT (8) HOURS WORKED FOR THE MONDAY-FRIDAY SERVICE WORKWEEK; ALL OTHER OVERTIME SHALL BE PAID AT THE DOUBLE TIME RATE OF PAY. FOR THE TUESDAY-SATURDAY SERVICE WORKWEEK ONLY, SATURDAY WILL BE WORKED AT STRAIGHT-TIME FOR THE EMPLOYEE'S NORMAL EIGHT (8) WORK HOURS.
- BC THIS RATE ALSO APPLIES TO ALL HOURS WORKED ON MONDAY FOR THE TUESDAY-SATURDAY SERVICE WORKWEEK.
- BD INCLUDES AN AMOUNT FOR PENSION FACTORED AT THE OVERTIME MULTIPLIER RATE.
- BE INCLUDES \$0.05 FOR SCHOLAR FUND.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

### LOCALITY: SANTA CRUZ COUNTY

DETER	MINATION: STZ-2018-2			INCR	REASE 1		INCRE	ASE 2		INCRE	ASE 3	INCE	REASE 4	INC	REASE 5	INCR	EASE 6	INCR	EASE 7	INCR	EASE 8
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	DATE OF NEXT CHANGE	AMOUNT INCREA		DATE OF NEXT CHANGE	AMOL OF INCRE	•	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE
	BRICKLAYER, BLOCKLAYER:																				
	POINTER, CLEANER, CAULKER, WATERPROOFER	8/22/2018	12/31/2018**	1/1/2019	\$2.00	А	7/1/2019	\$2.50	А	7/1/2020	\$2.50 A	7/1/2021	\$2.50 A	7/1/2022	\$2.50 A						
	CARPET, LINOLEUM,																				
	SOFT FLOOR LAYER	8/22/2018	12/31/2018**	1/1/2019	\$2.00	А															
	FLOOR COVERING HANDLER AFTER 3 YEARS	8/22/2018	12/31/2018**	1/1/2019	\$1.00	Α															
	FLOOR COVERING HANDLER LESS THAN 3 YEARS	8/22/2018	12/31/2018**	1/1/2019	\$0.80	Α															
	FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS	8/22/2018	12/31/2018**	1/1/2019	\$0.64	А															
	FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS	8/22/2018	12/31/2018**	1/1/2019	\$0.72	A															
	ELECTRICIAN:					_															
	COMM & SYSTEM INSTALLER	2/22/2018	11/30/2018**	12/1/2018	\$3.00	Α															
	COMM & SYSTEM TECH.	2/22/2018	11/30/2018**	12/1/2018	\$3.00	Α															
	INSIDE WIREMAN, TECHNICIAN	8/22/2018	12/23/2018**	12/24/2018	\$3.29	в	12/23/2019	\$3.25	А	12/28/2020	\$3.25 A										
	CABLE SPLICER	8/22/2018	12/23/2018**	12/24/2018	\$3.68	С	12/23/2019	\$3.25	А	12/28/2020	\$3.25 A										
	INSIDE WIREMAN (WHEN WELDING)	8/22/2018	12/23/2018**	12/24/2018	\$3.62	D	12/23/2019	\$3.25	А	12/28/2020	\$3.25 A										
	FIELD SURVEYOR:					_															
Е	CHIEF OF PARTY	2/22/2018	02/28/2019**	3/1/2019	\$3.00	Α	3/1/2020	\$3.00	Α												
Е	INSTRUMENTMAN	2/22/2018	02/28/2019**	3/1/2019	\$3.00	Α	3/1/2020	\$3.00	Α												
Е	CHAINMAN/RODMAN	2/22/2018	02/28/2019**	3/1/2019	\$3.00	Α	3/1/2020	\$3.00	Α												
	PAINTER:																				
F	BRUSH AND SPRAY METALIZING AND THERMAL	8/22/2018	12/31/2018**	1/1/2019	\$2.25	Α	1/1/2020	\$2.00	А												
F	SPRAY	8/22/2018		1/1/2019		G	1/1/2020	\$3.00													
Т	INDUSTRIAL PAINTER SANDBLASTER, STEAM	8/22/2018	12/31/2018**	1/1/2019	\$2.50	J	1/1/2020	\$2.25	K												
F	CLEANER, WATERBLASTER	8/22/2018	12/31/2018**	1/1/2019	\$2.25	Α	1/1/2020	\$2.00	А												
F	EXOTIC MATERIALS PAPERHANGER.	8/22/2018	12/31/2018**	1/1/2019	\$2.25	А	1/1/2020	\$2.00	А												
F	WALLCOVERING, LEAD ABATEMENT	8/22/2018	12/31/2018**	1/1/2019	\$2.25	Α	1/1/2020	\$2.00	А												
	PLASTERER	8/22/2018	12/31/2018**	1/1/2019	\$0.98	А	7/1/2019	\$3.73	А	7/1/2020	\$2.75 A										
	PLUMBER:																				
	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	8/22/2018	12/31/2018**	1/1/2019	\$0.55	L															
	SHEET METAL WORKER	8/22/2018	06/30/2019**	7/1/2019	\$2.50	А															
	FOR SERVICE AND REPAIR	8/22/2018	06/30/2019**	7/1/2019	\$2.50	А															
	FOOTNOTES																				
	<u>FOUTIOTES</u>					_															
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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

### LOCALITY: SANTA CRUZ COUNTY

### DETERMINATION: STZ-2018-2

- THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT A AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY
- MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- B \$3.15 TO THE BASIC HOURLY RATE, \$0.10 TO NEBF AND \$0.04 TO OTHER.
- C \$3.54 TO THE BASIC HOURLY RATE, \$0.10 TO NEBF AND \$0.04 TO OTHER.
- D \$3.46 TO THE BASIC HOURLY RATE, \$0.11 TO NEBF AND \$0.05 TO OTHER.
- E ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
- EMPLOYEES SHALL BE ENTITLED TO HIGH TIME PREMIUM WHENEVER THE WORK PERFORMED REQUIRES PERSONAL FALL RESTRAINTS TO BE WORN BY THE EMPLOYEE. THE AMOUNT OF THE PREMIUM SHALL BE AS FOLLOWS: AN ADDITIONAL \$2.00 PER HOUR ABOVE BASIC HOURLY RATE WHEN WORKING OVER 50 FEET ABOVE GROUND OR WATER
- F LEVEL, \$4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET AND \$6.00 PER HOUR WHEN WORKING OVER 180 FEET. EMPLOYEES SHALL BE ENTITLED TO \$1.00 PER HOUR ABOVE THE BASIC HOURLY RATE WHEN PERFORMING WORK FROM OR TO A SUSPENDED PLATFORM SUCH AS SAFESPAN, QUICKDECK OR COMPARABLE PLATFORM SYSTEMS ON BRIDGE AND OVERPASS TYPE WORK.
- \$1.00 TO BASIC HOURLY RATE AND \$2.25 TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT AT G (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY
- MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES. \$1.00 TO BASIC HOURLY RATE AND \$2.00 TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT
- H (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES. EMPLOYEES SHALL BE ENTITLED TO HIGH TIME PREMIUM WHENEVER THE WORK PERFORMED REQUIRES PERSONAL FALL RESTRAINTS TO BE WORN BY THE EMPLOYEE. THE
- AMOUNT OF THE PREMIUM SHALL BE AS FOLLOWS: AN ADDITIONAL \$4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET ABOVE GROUND OR WATER LEVEL AND \$6.00 PER HOUR WHEN WORKING OVER 180 FEET. EMPLOYEES SHALL BE ENTITLED TO \$1.00 PER HOUR ABOVE THE BASIC HOURLY RATE WHEN PERFORMING WORK FROM OR TO A SUSPENDED PLATFORM SUCH AS SAFESPAN, QUICKDECK OR COMPARABLE PLATFORM SYSTEMS ON BRIDGE AND OVERPASS TYPE WORK.
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- K (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- L \$0.35 TO HEALTH AND WELFARE AND \$0.20 TO PENSION.

## Appendix

## **Exterior Repainting Project 2019**

# State Labor Law References

The federal and state labor law requirements applicable to the contract are composed of but not limited to the following items:

(1) The contractor's duty to pay prevailing wages under Labor Code Section 1770 et seq., should the project exceed the exemption amounts;

(2) The contractor's duty to employ registered apprentices on the public works project under Labor Code Section 1777.5;

(3) The penalties for failure to pay prevailing wages (for non-exempt projects) and employ apprentices including forfeitures and debarment under Labor Code Sections 1775 and 1777.7;

(4) The requirement to keep and submit copies upon request of certified payroll records under Labor Code Section 1776, and penalties for failure to do so under Labor Code Section 1776(g);

(5) The prohibition against employment discrimination under Labor Code Section 1777.6; the Government Code, and Title VII of the Civil Rights Act of 1964;

(6) The prohibition against accepting or extracting kickback from employee wages under Labor Code Section 1778;

(7) The prohibition against accepting fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works under Labor Code Section 1780;

(8) The requirement to list all subcontractors under Public Contracts Code Section 4104;

(9) The requirement to be properly licensed and to require all subcontractors to be properly licensed and the penalty for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractors License Law, found at Business and Professions Code Section 7000 et seq;

(10) The prohibition against unfair competition under Business and Professions Code Sections 17200-17208;

(11) The requirement that the contractor be properly insured for Workers Compensation under Labor Code Section 1861;

(12) The requirement that the contractor abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project;

(13) The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers.

(14) The requirement to provide itemized wage statements to employees under Labor Code Section 226.

General Decision Number: CA180030 11/02/2018 CA30

Superseded General Decision Number: CA20170030

State: California

Construction Type: Residential

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

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

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

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	01/19/2018
3	01/26/2018
4	02/09/2018
5	03/02/2018
6	03/16/2018
7	04/06/2018
8	04/13/2018
9	05/04/2018
10	06/01/2018
11	06/15/2018
12	06/29/2018
13	07/06/2018
14	07/13/2018
15	07/20/2018
16	07/27/2018
17	08/17/2018
18	08/24/2018
19	08/31/2018
20	09/07/2018
21	09/28/2018
	00,20,2010
22	10/05/2018
23	11/02/2018

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

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LAB00270-001 06/25/2018
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AREA "A" - SANTA CLARA COUNTY AREA "B" - MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:) Construction Specialist Group.....\$ 30.49 23,20 Construction Specialist....\$ 26.84 15.82 GROUP 1.....\$ 29.79 23.20 GROUP 1-a....\$ 30.01 23.20 GROUP 1-c....\$ 29.84 23.20 GROUP 1-e....\$ 30.34 23.20 GROUP 1-f.....\$ 30.37 23.20 GROUP 2.....\$ 29.64 23,20 GROUP 3.....\$ 29.54 23.20 GROUP 4.....\$ 23.23 23.20

PAIN0016-013 01/01/2018

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

	Rates	Fringes
PAINTER	.\$ 40.62	23.83
FOOTNOTES: Spray Work: \$0.50 additional per Exotic Materials: \$0.75 addition		

### U.S. Department of Labor



Wage and Hour Division

### PAYROLL

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

Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

								ADDRESS									OMB No.:1235-0008 Expires: 04/30/2021	
PAYROLL NO.		FOR WEEK ENDIN	IG				PROJECT AND LOCATION PROJECT OR CONTRA									CT NO.		
(1)	(2) SNO	(3)	1.12		(4) DAY AND DATE		(5)	(6)	(7)					(9) NET				
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION	OT. OR	HOURS V	VORKED	EACH D	DAY	TOTAL	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	WAGES PAID FOR WEEK	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

### Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator. Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date	
(Name of Signatory Party)	(Title)
do hereby state:	
(1) That I pay or supervise the payment of the perso	ns employed by
(Contractor or Subcontra	actor) on the
	; that during the payroll period commencing on the
(Building or Work)	<ul> <li>Control (1990) Control (1990) Control (1990) Control (1990) Control (1990) Control (1990)</li> </ul>
day of,, and ending	g the day of,,
Il persons employed on said project have been paid the f een or will be made either directly or indirectly to or on be	ull weekly wages earned, that no rebates have shalf of said
	from the full
(Contractor or Subcont	
om the full wages earned by any person, other than perm (29 C.F.R. Subtitle A), issued by the Secretary of Labor 3 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145	under the Coneland Act as amended (48 Stat 948
(2) That any payrolls otherwise under this contract re orrect and complete; that the wage rates for laborers or r pplicable wage rates contained in any wage determination et forth therein for each laborer or mechanic conform with	nechanics contained therein are not less than the n incorporated into the contract, that the classification
(3) That any apprentices employed in the above period rogram registered with a State apprenticeship agency rec raining, United States Department of Labor, or if no such ith the Bureau of Apprenticeship and Training, United State	cognized by the Bureau of Apprenticeship and recognized agency exists in a State, are registered
(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO ( — in addition to the basic hourly wage	e rates paid to each laborer or mechanic listed in
the above referenced payroll, payn	nents of fringe benefits as listed in the contract

have been or will be made to appropriate programs for the benefit of such employees,

except as noted in section 4(c) below.

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

### (c) EXCEPTIONS

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

EXCEPTION (CRAFT)	EXPLANATION				
REMARKS:					
NAME AND TITLE	SIGNATURE				
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.					

# DOCUMENT 00510 AGREEMENT – standard form Exterior Repainting Project 2019

THIS AGREEMENT, made this	day of	, 201
by and between:		
whose mailing address is:		

hereinafter called "Contractor", and the Housing Authority of the County of Santa Cruz, State of California, hereinafter called "Housing Authority", acting under and by virtue of the authority vested in the Housing Authority by the laws of the State of California and by ordinances enacted pursuant to the Charter, awarded to Contractor the following contract:

# **Exterior Repainting Project 2019**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Housing Authority agree as follows:

# Article I. Work

1. Contractor shall complete all Work specified in the Contract Documents in accordance with the terms and conditions of the Contract Documents.

# Article II. Owner/Engineer

1. The Housing Authority has designated **Peter Rogers** to act as its Project Manager, and who will act as the Project Manager, and assume all duties and responsibilities and have the rights and authorities assigned to Project Manager in the Contract Documents in connection with completion of Work in accordance with Contract Documents.

# Article III. Contract Time

- 1. Contract time will be one hundred-twenty (120) calendar days from date of written Notice to Proceed.
- 2. Liquidated Damages \$100.00 per calendar day.

# Article IV. Contract Sum

1. The Housing Authority shall pay Contractor the Contract Sum for completion of Work in accordance with Document 00300 Bid Form/Proposal quote dated \_\_\_\_\_\_, written as:

# Article V. Contractor's Representations

In order to induce Housing Authority to enter into this Agreement, Contractor makes the following representations:

1. Contractor has visited the sites and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

# Article VI. Contract Documents

1. Contract Documents consist of the following documents, including all changes, addenda and modifications thereto:

Document 00300	Bid Form/Proposal
Document 00420	Contractors Information Form
Document 00430	Subcontractors List
Document 00481	Noncollusion Affidavit
Document 00510	Agreement
Bid package do	cuments for Exterior Repainting Project 2019

There are no Contract Documents other than those listed above in this Article VI. The Contract Documents may only be amended, modified or supplemented as provided in Document **HUD-5370-C** General Conditions.

# Article VII. Miscellaneous

- 1. Terms used in this Agreement are defined in Document HUD-**5370-**C General Conditions and will have the meaning indicated therein.
- 2. It is understood and agreed that in no instance is any party, signing this Agreement for or on behalf of the Housing Authority or acting as an employee or representative of the Housing Authority, liable on this Contract, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Housing Authority is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 3. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. '15) or under the Cartwright Act, (Chapter 2

(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the Housing Authority tenders final payment to the Contractor, without further acknowledgment by the parties.

- 4. The following HUD Prevailing Wage Determinations apply to project: HUD-52158 Maintenance Wage Rate Determination expiring June 30 2019 DOL General Decision No. CA180029 dated 10/05/18 CA29 DIR Wage Determination made by the Department of Industrial Relations
- 5. This agreement shall be deemed to have been entered into in the County of Santa Cruz, and governed in all respects by California law.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals and have executed this contract in quadruplicate the day and year first above written.

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ	CONTRACTOR:
By:	
Jennifer Panetta	By
Executive Director,	
Housing Authority	Title
Date	Date
	(Corporate seal when required)

END OF DOCUMENT

# Exterior Repainting Project 2019 PAINT COLOR LIST APPENDIX

Project		Paint Color
1.	1223 Broadway Avenue Santa Cruz, CA 95062	BODY: KM 3989-2 Serengeti Safari GUTTERS & FASCIAS: KM3863-3 Jillene Green WINDOW & DOOR TRIM: KM #14 Frost ENTRY DOOR: KM3863-3 Jillene Green OTHER DOORS: KM 3989-2 Serengeti Safari
2.	301 La Fonda Avenue Santa Cruz, CA 95062	BODY: KM 3942-2 Tropical Tan GUTTERS & FASCIAS: KM 3902-3 Port Alice WINDOW & DOOR TRIM: KM #14 Frost ENTRY DOOR: KM 3902-3 Port Alice OTHER DOORS: KM 3942-2 Tropical Tan
3.	81-87 Grandview Avenue Santa Cruz, CA 95060	BODY: KM #HL4202-1 Frank Lloyd White GUTTERS & FASCIAS: KM #HL4271-3 Grant Drab WINDOW & DOOR TRIM: KM #14 Frost ENTRY DOOR: KM #74 Seattle Red
4.	951 30th Avenue Santa Cruz, CA 95062	BODY: KM 3941-2 Cork Bark GUTTERS & FASCIAS: KM 4127-3 Vegas Redrocks WINDOW & DOOR TRIM: KM #14 Frost ENTRY DOOR: KM 4127-3 Vegas Redrocks OTHER DOORS: KM 3941-2 Cork Bark
5.	1900-1920 Courtyard Dr. Capitola, CA 95010	BODY:KM #231 Spanish SandGUTTERS/FASCIAS, DOORS:KM #HL4289-3Veranda GreenGUTTERS/FASCIAS, DOORS:KM #HL4265-3 Scatman BlueWINDOW & DOOR TRIM:KM#14 Frost
6.	2635 Portola Drive Santa Cruz, CA 95062	BODY: KM 3941-2 Cork Bark GUTTERS & FASCIAS: KM 3902-3 Port Alice WINDOW & DOOR TRIM: KM #14 Frost ENTRY DOOR: KM 3902-3 Port Alice OTHER DOORS: KM 3941-2 Cork Bark
7.	2350 17th Avenue Santa Cruz, CA 95062	BODY: KM 3941-2 Cork Bark GUTTERS & FASCIAS: KM 3807-3 The Blues WINDOW & DOOR TRIM: KM #14 Frost ENTRY DOOR: KM 3807-3 The Blues OTHER DOORS: KM 3941-2 Cork Bark
8.	925-935 Brommer Santa Cruz, CA 95062	BODY:KM #186 KeystoneTRIM:KM #214 PeppertreeDOORSRiviera (blue) #156

\* All colors Kelly Moore unless otherwise noted.

# Exterior Repainting Project 2019 PAINT COLOR LIST APPENDIX

	Project	Paint Color
1.	160 Blackburn Avenue Watsonville, CA 95076	BODY: KM 3973-2 Westover Hills GUTTERS & FASCIAS: KM 4127-3 Vegas Redrocks WINDOW & DOOR TRIM: KM #14 Frost ENTRY DOOR: KM 4127-3 Vegas Redrocks OTHER DOORS: KM 3973-2 Westover Hills
2.	100-146 Seneca Court Watsonville, CA 95076	BODY 1: KM #171 Sand Pebble GUTTERS/FASCIAS 1: KM #3902-3 Port Alice BODY 2: KM #412 Cargo GUTTERS/FASCIAS 2: KM ##212 Saltillo BODY 3: KM #196 Villita GUTTERS/FASCIAS 3: KM #3895-3 Springs Eve DOORS: KM #212 Saltillo WINDOW & DOOR TRIM: KM#26 Oyster
3.	225-239 Crestview Dr Watsonville, CA 95076	BODY: KM 3941-2 Cork Bark GUTTERS & FASCIAS: KM 4127-3 Vegas Redrocks WINDOW & DOOR TRIM: KM #14 Frost ENTRY DOOR: KM 4127-3 Vegas Redrocks OTHER DOORS: KM 3941-2 Cork Bark
4.	179-195 Montebello Drive 320-326 Clifford Avenue Watsonville, CA 95076	BODY: KM 3942-2 Tropical Tan GUTTERS & FASCIAS: KM 4127-3 Vegas Redrocks WINDOW & DOOR TRIM: KM #14 Frost ENTRY DOOR: KM 4127-3 Vegas Redrocks OTHER DOORS: KM 3942-2 Tropical Tan
5.	310A-314H Clifford Ave Watsonville, CA 95076	BODY: KM #196 Villita GUTTERS & FASCIAS #1: KM GUTTERS & FASCIAS #2: KM WINDOW & DOOR TRIM: KM #14 Frost ENTRY DOOR #1: KM#212 Saltillo
6.	100-114 Tierra Alta Drive Watsonville, CA 95076	BODY: KM #196 Villita WINDOW & DOOR TRIM: KM #14 Frost DOORS: KM #212 Saltillo GUTTERS & FASCIAS: KM 3895 Spring's Eve (green)
7.	124-193 East Front Street Watsonville, CA 95076 All colors Kelly Moore unless of	BODY #1 (Lower walls): KM 3974-3 Highland Grass BODY #2 (Upper walls): KM 3972-2 Earth Stone TRIM: KM #14 Frost ENTRY DOORS: KM#212 Saltillo BELLY BAND #1: KM #3902-3 Port Alice BELLY BAND #2: KM #3806-2 Federalist

\* All colors Kelly Moore unless otherwise noted.

# Exterior Repainting Project 2019 PAINT COLOR LIST APPENDIX

Project	Paint Color
3201 Merrill Rd #1-15 Aptos CA 95003	BODY/FENCE: KM #196 Villita TRIM (windows/doors): CUSTOM 18-0692-c818 DOORS: KM#212 Saltillo ACCENT: KM #407 Carbon PORCH SOFFITS: Same as TRIM
308 Clifford Ave. Watsonville CA 95076	BODY #1 (Lower walls): KM 3974-3 Highland Grass BODY #2 (Upper walls): KM 3972-2 Earth Stone TRIM/ENTRY DOORS: KM #14 Frost BELLY BAND #1: KM #3902-3 Port Alice BELLY BAND #2: KM #3806-2 Federalist
50 Arista Ct. Watsonville CA 95076	BODY: KM 3932-2 Zanzibar GUTTERS & FASCIAS: KM 3807-3 The Blues WINDOW & DOOR TRIM: KM 3807-3 The Blues ENTRY DOORS: KM #14 Frost OTHER DOORS:
55 Arista Ln. Watsonville CA 95076	BODY: KM 3942-2 Tropical tan GUTTERS & FASCIAS: KM 3895 Spring's Eve (green) WINDOW & DOOR TRIM: KM 3895 Spring's Eve ENTRY DOORS: KM #14 Frost OTHER DOORS:
Housing Authority 2160 41st Avenue Capitola, CA 9010	BODY:BM #1545 "Iron Gate" (darker brown trim) BM #1544 "Waynesboro Taupe" (lite brown body) KM OW5 (white at carports)TRIM:KM AA48 (blue under eaves)RAILS:KM AA48 (blue) Rhapsody BM #1393 (purple)DOORS:N/AINTERIOR:Antique White #49 - Eggshell Swiss Coffee #23 - WHITE trim (semi) King Creek Falls #5214 - BLUE accent (semi)

