

6



CITY OF SACRAMENTO

CITY MANAGER'S OFFICE
RECEIVED
NOV 28 1983

DEPARTMENT OF PUBLIC WORKS

915 I STREET SACRAMENTO, CALIFORNIA 95814
CITY HALL ROOM 207 TELEPHONE (916) 449-5281

J.F. VAROZZA
Director
M.H. JOHNSON
Asst. Director

November 22, 1983

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Approval of Plans and Specifications for Oak Park Community Center Basketball Court Floodlighting System

SUMMARY:

The Director of Public Works office has prepared plans and specifications for the subject project. Copy of said plans and specifications has been forwarded to the City Clerk and approval is recommended.

FINANCIAL:

The City Council approved in the Community Services Budget, \$12,000.00 of C.D.B.G. and Jobs Bill Funds for the subject project. Total amount currently available for this project is \$11,118.99. The current estimated construction cost is \$9,296.00.

RECOMMENDATION:

The Director of Public Works recommends that the plans and specifications be approved and that bids be received on December 27, 1983.

Respectfully submitted,

J.F. Varozza

J. F. VAROZZA
Director of Public Works

Recommendation Approved:

Walter J. Slupe
Walter J. Slupe, City Manager

F/Ref.
C.C. No. 2294

14-B-010-30-0

APPROVED
BY THE CITY COUNCIL

DEC 6 1983

OFFICE OF THE
CITY CLERK

December 6, 1983
District NO. 5

OAK PARK COMMUNITY CENTER BASKETBALL COURT
FLOODLIGHTING SYSTEM

C. C. 2294

SACRAMENTO
CALIFORNIA

SEPARATE
PLANS

Bids to be received: December 27, 1983

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk, Room 203, City Hall, located on I Street between 9th and 10th Streets, up to the hour of 10:30 a.m. on December 27, 1983 and opened at 10:30 a.m., or as soon thereafter as business allows, in the Council Chambers, City Hall for Construction of:

OAK PARK COMMUNITY CENTER BASKETBALL COURT FLOODLIGHTING SYSTEM

as set forth in the Construction Documents adopted December 6, 1983 by the City of Sacramento.

All such proposals received and any work performed thereunder must comply with the requirements of Chapter 58 of the Sacramento City Code (Ordinance No. 3129, Fourth Series).

Bids must be submitted on printed forms supplied by the City Clerk without charge to prospective bidders and enclosed in an envelope marked: "Sealed Proposal for the

OAK PARK COMMUNITY CENTER BASKETBALL COURT FLOODLIGHTING SYSTEM

Copies of the Sealed Proposal Forms and accompanying documents are available at the office of the City Clerk, Room 203, City Hall, 915 I Street, Sacramento, California.

This contract is subject to: (1) Federal Labor Standards as required under the Davis-Bacon Act and other applicable Federal requirements, (2) Affirmative Action Requirements pursuant to Executive Order 11246, (3) Section 3 Requirement of the H.U.D. Act of 1968, and (4) SPECIAL REQUIREMENTS UNDER PUBLIC LAW 98-8 (COMMONLY KNOWN AS THE "JOBS BILL"). YOUR ATTENTION IS DIRECTED TO THE SPECIAL PROVISIONS OF THIS CONTRACT SPECIFICATIONS FOR DETAILS OF THESE "JOBS BILLS" REQUIREMENTS.

All labor on the project shall be paid no less than the minimum wage rates as established by the U.S. Secretary of Labor or as determined by the Director of the California Department of Industrial Relations. The higher of the two rates will be paid in accordance with the following acts and codes:

- (1) The Davis-Bacon Act, and
- (2) Section 1770 of the California Labor Code.

A copy of the minimum wage rates established by the U.S. Secretary of Labor is included in these specifications and copies of the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations are on file at the office of the City Clerk. Those copies shall be made available to any interested party on request.

It is the intent of the City Council to encourage bids from business concerns which are located in or owned in substantial part (51 percent or more) by persons residing within the City of Sacramento; and which qualify as small under the Small Business Administration, as required by Section 3 of the Housing and Urban Development Act of 1968. Firms owned by persons residing in the Target Area are particularly encouraged to submit bids.

Minority-owned firms are also encouraged to bid.

Pursuant to Government Code Section 4590, any contract awarded pursuant to this invitation for bid shall contain a provision permitting the substitution of securities for any moneys withheld to ensure performance under the contract. The terms of such provisions shall be according to the requirements of Government Code Section 4590.

Each bid must be accompanied by security consisting only of cash, California Bank Cashier's Check, certified check, California Bank Money Order, or bid bond made payable to the order of the City Director of Finance in the sum of ten percent (10%) of the sum of the proposal.

The right to reject any and all bids or to waive any informality in any bid received is reserved by the City Council.

LORRAINE MAGANA
CITY CLERK

SPECIAL PROVISIONS

JOBS BILL

This project is funded by a special entitlement under Public Law 98-8 (commonly known as the "Jobs Bill"). The objective of this special funding is to create, to the extent practical, employment opportunities to individuals who were unemployed at least 15 of the 26 weeks prior to March 24, 1983.

Bidders shall be required to document their good faith efforts undertaken pursuant to the above job creation objective. As part of your bid proposal, you are required to submit:

1. An estimate (Jobs Bill Form 1) of the number of jobs your firm anticipates to create and fill as a result of this contract; and
2. A hiring strategy (Jobs Bill Form 2) indicating how you will recruit applicants to fill these newly created positions with unemployed persons.

If awarded this contract, you will be required to submit monthly information (Jobs Bill Form 3) regarding the employment of persons who were unemployed 15 of the 26 weeks prior to bid. (e.g., classification, duration of unemployed and race, sex and ethnicity of employees) and of your regular employees directly supported by this project.

Recognizing the fact the level of unemployment among minorities and women is disproportionate to their representation in the workforce, contractors are urged to give special attention to the nondiscrimination requirements of Title IV of the Civil Rights Act of 1964 with respect to Jobs created with Jobs Bill funding.

INSTRUCTIONS:

Column 1: Please identify each occupational classification you plan to use on this project (clerical/office may be included).

Column 2: Please identify the number of employees needed for each classification.

Column 3: Please indicate the duration of employment in weeks for each employee in their respective class.

Column 4: Please identify how many employees in each classification will be new employees for this project.

Column 5: Please indicate the duration of employment in weeks for each new employee.

JOBS BILL FORM 1

Contractor/Subcontractor _____

Contract Name _____ Contract No. _____

TOTAL PROJECT WORK FOR INFORMATION			IDENTIFICATION OF JOBS IN TOTAL WORK FORCE WHICH WILL BE NEWLY CREATED	
<u>COLUMN 1</u>	<u>COLUMN 2</u>	<u>COLUMN 3</u>	<u>COLUMN 4</u>	<u>COLUMN 5</u>
CLASSIFICATION	# OF JOBS	DURATION OF EMPLOYMENT	# OF NEW JOBS	DURATION OF EMPLOYMENT
Roofer	3	2-3 weeks 1-2 weeks	1	2 weeks
Supervisor	1	6 weeks		
Carpenters	5	3-6 weeks 2-4 weeks	3	1-6 weeks 2-4 weeks
Cement Finishers	2	2-2 weeks	2	2 weeks
Laborers	4	2-6 weeks 2-3 weeks	4	2-6 weeks 2-3 weeks

JOB'S BILL FORM 2

HIRING STRATEGY

Instructions: Outline the specific steps you will undertake to fulfill your "good faith effort" to meet the objective of the Jobs Bill as specified in the Special Conditions of these contract specifications.

SAMPLE HIRING STRATEGY

Prior to letting a contract or subcontract prospective contractors must provide (County) (City) with a Hiring Strategy which explains the contractors good faith effort to hire the unemployed as required under Jobs Bill (Public Law 98-8) (See Special Provisions).

To assure our good faith effort in the attempt to hire the unemployed (minorities and women), (contractors name) will utilize the following Hiring Strategy in filling newly created positions as a result of Jobs Bill funding.

- I. Place an advertisement in the local media:
 1. The Observer
 2. El Hispano
 3. Asian Newspaper
 4. Sacramento Bee
 5. Sacramento Union

- II. Disseminate notice of job opportunities to community organizations such as:
 1. Sacramento Concilio
 2. Urban League
 3. Asian Job Resource Project
 4. Sacramento Womens Center
 5. State Employment Development Department
 6. Greater Sacramento Area Plan

- III. Local citizen's advisory groups such as the Project Area Committees or Target Areas Committees will also be informed of such vacancies as they occur (contact the Sacramento Housing and Redevelopment Agency 440-1322 for information).

- IV. Contact local union hiring hall for referrals.

- V. At least two weeks notice will be given to the above resources.

NOTE: The above sample list of resources and strategy is by no means exhaustive. The contractor is encouraged to utilize this sample as a base for innovative hiring strategies.

SEALED PROPOGAL
(MUST BE SIGNED BY BIDDER)

Sealed Proposals will be received not later than 10:30 a.m. on December 27, 1983 at the office of the City Clerk, Room 203, City Hall, Sacramento, California and opened at 10:30 a.m., or as soon thereafter as business allows, on December 27, 1983 in the Council Chambers, City Hall, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation and services for

FURNISHING & INSTALLING FLOOD
LIGHTING SYSTEM AT OAK PARK
COMMUNITY CENTER BASKETBALL COURT
C.C. 2294

in the City and County of Sacramento, California.

The work is to be done in strict conformity with the Plans, City of Sacramento Standard Specifications (Resolution No. 81-042) and Special Provisions all as on file in the office of the City Clerk, at the following Lump Sum Price:

Item No.	Item	Est. Quantity	Unit	Unit Price	Total
1.	Furnishing and Installing Flood Lighting System at Oak Park Community Center Basketball Court	1	Job	L. S.	\$ _____
TOTAL \$					_____

If awarded the contract, the undersigned shall execute said contract and furnish the necessary bonds within ten (10) days after the notice of award of said contract and begin work within fifteen (15) days after the signing of the contract by the Contractor and the City or Notice to Proceed, whichever is applicable.

In determining the amount bid by each bidder, City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.

It is understood that this bid is based upon completion of the work within a period of One Hundred Twenty days calendar days commencing on the day the Contractor begins work.

The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work by the Completion Date (as extended, if applicable) will be \$ 15.00 for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's default.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other contract documents, and the undersigned is satisfied with all conditions for performance of the work.

The undersigned has checked carefully all of the above figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

This proposal will not be withdrawn for the periods specified in Section 3-2 of the City of Sacramento Standard Specifications for award of contract to respective low bidders. This proposal is submitted according to Sections 1, 2, and 3 of the City of Sacramento Standard Specifications.

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

\$ _____ not less than ten percent (10%) of amount bid.

CERTIFIED CHECK
MONEY ORDER
CASHIER'S CHECK
CASH
BID BOND

CONTRACTOR

By _____
(Signature)

Title _____

Address _____

Telephone No. _____

Contractor's License:

Valid Contractor's License No. _____ is held by the bidder.

SUB-BIDDER FORM

In accordance with Sections 4101 and 4107, inclusive, of the Government Code of the State of California, as amended, the following information is required concerning sub-bidders:

Name Sub-Bidder	Street Address of Shop, Mill or Office	Class Of Work	Portion of Work To Be Done	Contractor's License Number

SECTION THREE COVERED PROJECT

All Contractors, Subcontractors and all concerned must comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Compliance with this requirement will be satisfied if the Contractor has made a good faith effort to meet the goals and other program components established in the Bid Documents.

SECTION THREE REQUIREMENTS

In order to comply with the Section Three Requirements, the bidder shall indicate what good faith processes he has used in soliciting bids from business concerns listed on the Registry by completion of Form 207B. This form, which is included in the contract documents, shall be completed and submitted with the bid in order for the bid to be considered valid.

The successful bidder shall submit a preliminary Statement of Work Force Needs for Employees and Apprentices prior to the signing of any contract with a Subcontractor. These statements shall also include Subcontractors Work Force Needs. All subcontracts shall be in accordance with HUD requirements including provisions of the attached Section 60-4.3, Equal Opportunity Clauses.

The Contractor will be required to post a 100% Labor and Material Bond and a 100% Performance Bond. This requirement shall supercede the requirements of Section 9 of the City's Standard Specifications.

PRE-BID CONFERENCE

All bidders and sub-bidders shall attend a pre-bid conference for further clarification of Section Three Requirements at the following location:

Conference Room, Engineering Department
915 I Street, Room 207, City Hall
Sacramento, California 95814

on December 20th, 1983, at 10:00 a.m.

CONFERENCE AGENDA:

1. Section 3 Definitions
2. Section 3 Programs
3. Section 3 Program Breakdowns
4. General Questions from Bidders

1.1 OVERALL PROGRAM

Utilization of Lower Income Area Residents as Apprentices and Employees, and Utilization of Businesses Located in or Owned in Substantial Part by Persons Residing in the Area (Section 3, Housing and Urban Development Act of 1968, as amended):

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
- B. The parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development, as set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties of this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

1.2 UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS APPRENTICES

A. Ratio of Apprentices

1. The ratio of apprentices to employees for each building construction occupation is determined by the Secretary of Labor. The requirements of the Greater Sacramento Area Plan (GSAP) require that the maximum number of apprentices shall be utilized by the Contractor. This maximum number shall not be less than the ratio established by the Secretary of Labor.
2. For occupations for which the ratio of apprentices to employees is not determined pursuant to regulations of the Secretary of Labor, the ratio should be based on usual local employment practices.

B. Preliminary Statement of Work Force Needs

1. The Contractor shall submit a Preliminary Statement of Work Force Needs for Apprentices prior to the signing of any contract between Contractor and Subcontractors.
2. Submit To:

J. F. Varozza, City Engineer
City of Sacramento
City Hall, Room 207
Sacramento, California 95814
(916) 449-5281

C. Greatest Extent Feasible Utilization

1. The Contractor shall make a good faith effort to fill all vacant apprentice positions with eligible lower income project area residents.
2. The intent is that the obligation for compliance be in terms of clearly demonstrated good faith efforts.

D. Covered Project Area

1. The boundaries of the "Covered Project Area" for purposes of identifying project area residents, are the same as the boundaries of the City of Sacramento, a copy of which is attached hereto.

E. Income Limit for Qualification as "Lower Income"

1. An individual will qualify as "lower income" if their family income does not exceed ninety percent (90%) of the median income in the Sacramento Metropolitan Statistical Area. A breakdown of minimum family income by family size follows:

<u>Family Size</u>	<u>Income *</u>
1 person	\$12,000
2	13,700
3	15,400
4	17,100
5	18,200
6	19,250
7	20,350
8 or more	21,400

F. Good Faith Effort

1. To establish that a good faith effort is made to fill apprentice positions with lower income project area residents, the Contractor shall:
 - a. Recruit lower income project area residents through local advertising media, signs placed at the site of the project, and community organizations and public or private institutions or organizations operating within or in proximity to the project area.
 - b. Review the list of lower income project area residents eligible for apprentice positions. This list will be maintained by the Office of the Greater Sacramento Area Plan.
 - c. Hire such lower income project area residents as are eligible in positions which are vacant or in the first positions which become vacant.

G. Hiring Before Contract Signing

1. If the Contractor fills vacant apprentice positions immediately prior to signing a contract for this project, the Contractor shall retain evidence acceptable to HUD that the action or actions were not an attempt to circumvent the Section 3 requirements relating to apprentices.

1.3 UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS EMPLOYEES

A. Greatest Extent Feasible Utilization

1. The Contractor shall make a good faith effort to hire, to the greatest extent feasible, qualified lower income project area residents as employees. The Contractor shall fulfill this obligation by doing the following:
 - a. Identify the number of occupation/trade positions by occupation and level of skills needed to perform the work.
 - b. Identify the number of positions in a. above which are vacant.
 - c. Establish a numerical goal for employment in these positions as outlined in Paragraph E. below.

B. Preliminary Statement of Work Force Needs

1. The contractor shall submit a Preliminary Statement of Work Force Needs for Employees prior to the signing of any contract between Contractor and Subcontractors.
2. Submit To:

J. F. Varozza, City Engineer
City of Sacramento
City Hall, Room 207
Sacramento, California 95814
(916) 449-5281

C. Covered Project Area

1. The boundaries of the "Covered Project Area" for purposes of identifying project area residents, are the same as the boundaries of the City of Sacramento, a copy of which is attached hereto.

D. Income Limit for Qualification as "Lower Income"

1. An individual will qualify as "lower income" if their family income does not exceed ninety percent (90%) of the median income in the Sacramento Metropolitan Statistical Area. A breakdown of minimum family income by family size follows:

<u>Family Size</u>	<u>Income *</u>
1 person	\$12,000
2	13,700
3	15,400
4	17,100
5	18,200
6	19,250
7	20,350
8 or more	21,400

E. Good Faith Effort

1. To establish that a good faith effort is made to hire lower income project area residents as employees, the Contractor shall:
 - a. Attempt to recruit the required number of qualified lower income project area residents through local advertising media, signs placed at the site of the project, and community organizations and public or private institutions operating within or serving the area, e.g. Project Area Committee (PAC), Urban League, or the U.S. Employment Service.
 - b. Review the list of qualified lower income project area residents eligible for employment. This list will be maintained by the Office of the Greater Sacramento Area Plan.
 - c. Establish a numerical goal for employment in each of the occupational/trade positions of qualified lower income project area residents.
 - d. The numerical goal should reflect the availability of qualified eligible lower income project area residents for the various occupational/trade categories and levels of skills needed to perform the work. Thus, for categories for which the availability of lower income project area residents is greater, the goals should be correspondingly higher.
 - e. Hire such qualified lower income project area residents as are eligible in positions which are vacant or in the first positions which become vacant.

F. Hiring Before Contract Signing

1. If the Contractor fills vacant positions with employees prior to signing a contract for this project, the Contractor shall retain evidence acceptable to HUD that the action or actions were not an attempt to circumvent the Section 3 requirements relating to employees.

1.4 UTILIZATION OF BUSINESS CONCERNS LOCATED IN THE PROJECT AREA OR OWNED IN SUBSTANTIAL PART BY PERSONS RESIDING IN THE PROJECT AREA

A. Award of Work

1. The Contractor, or Subcontractor undertaking work on a Section 3 covered project shall assure that to the greatest extent feasible work shall be awarded to eligible business concerns located in the project area or owned in substantial part by persons residing in the project area. This shall be accomplished by developing and implementing an affirmative action plan.

B. Affirmative Action Plan

In developing an affirmative action plan for this Project, the Contractor shall:

1. Set forth the approximate number, dollar amount and nature of work for each Subcontract proposed to be awarded over the duration of the Project.
2. Establish a goal for the number and estimated dollar amount of subcontracts to be awarded to eligible businesses.
3. Outline the program to be used to achieve the above goal.

Such a program shall:

- a. Indicate the steps and anticipated process to secure the cooperation of Subcontractors in meeting the goal.
- b. Indicate the process by which all business concerns on the Registry for the Covered Project Area will be solicited to submit bids.
4. Contractors and Subcontractors which notify firms included in the Registry of the opportunity to submit bids shall thus satisfy all requirements for notification of business concerns located in the Project area and business concerns owned in substantial part by persons residing in the Project area.

C. City of Sacramento Goals for Utilization of Business Concerns in the Project Area

1. The chart on the following page sets forth the City's breakdown of the subcontracts, their estimated amount, and the number of businesses listed in the Registry which are aligned with these subcontracts.
2. Based on this chart, the City has established the goal of \$ N/A, N/A percent of the subcontracts to be awarded to Project area business firms. This goal translates to:

N/A Project Area Business Firms
N/A Subcontracts to Such Firms

In accordance with Title 24, HUD, Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., the following information is submitted concerning the approximate number, dollar amount, and nature of work for each business concern, and the goal in number of firms and dollar amount.

Description of Work (Subcontracts)	Estimated Contract Amount	*	Project Area Business in Each Category
N/A	N/A		N/A
Total Contract			

* Subcontracts Which Could be Performed by Project Area Businesses

GOAL

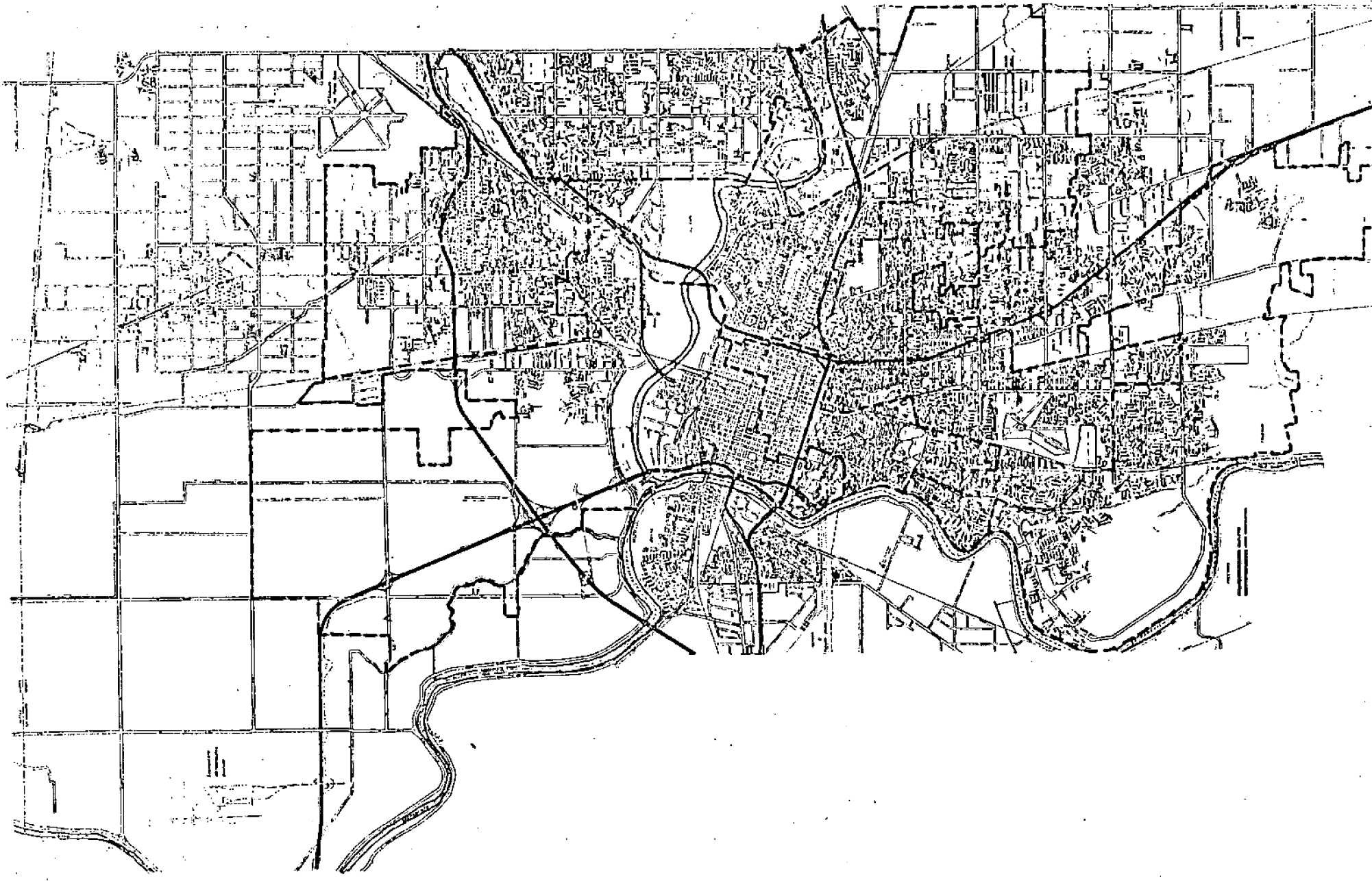
N/A No. of Firms

In accordance with Title 24, HUD, Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., the following information is submitted concerning small business concerns in the covered project area as listed on the Registry:

Name of Area Subcontractor	Date Notified	Bid		If Rejected Give Reason
		Accepted	Rejected	

SACRAMENTO METROPOLITAN AREA MAP

Sacramento City Planning Commission



D. Covered Project Area

1. The boundaries of the "Covered Project Area" for purposes of identifying business concerns located in the Project Area includes the areas closely adjacent around the perimeter. A copy of the boundaries is attached hereto.

E. Registry of Business Concerns

1. Business Concerns in the Covered Project Area have been compiled from HUD Registry, and other sources, and a listing is attached hereto. This Registry is not a complete listing, and as eligible businesses are identified in the Covered Project Area, they will be added to the Registry.

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

IF AWARDED CONTRACT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTOR'S CERTIFICATION
 CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient):	DATE
	PROJECT NUMBER (if any)
c/o	PROJECT NAME

1. The undersigned, having executed a contract with _____
 _____ for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract;
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

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

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

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

(b) The undersigned is:

11) A SINGLE PROPRIETORSHIP	13) A CORPORATION ORGANIZED IN THE STATE OF
12) A PARTNERSHIP	14) OTHER ORGANIZATION (Describe)

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

NAME	TITLE	ADDRESS

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

NAME	ADDRESS	NATURE OF INTEREST

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

NAME	ADDRESS	TRADE CLASSIFICATION

Date _____

(Contractor)

By _____

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**SUBCONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO (Appropriate Recipient):	DATE
c/o	PROJECT NUMBER (If any)
	PROJECT NAME

1. The undersigned, having executed a contract with _____
(Contractor or Subcontractor)
 for _____
(Nature of work)
 in the amount of \$ _____

in the construction of the above-identified project, certifies that:

- (a) The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (10 U.S.C. 276a-2(a)).
- (c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.

(a) The workmen will report for duty on or about _____
(Date)

3. He certifies that:

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

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP:

(3) A CORPORATION ORGANIZED IN THE STATE OF:

(2) A PARTNERSHIP:

(4) OTHER ORGANIZATION (Describe):

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

NAME	TITLE	ADDRESS

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

NAME	ADDRESS	NATURE OF INTEREST

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

NAME	ADDRESS	TRADE CLASSIFICATION

(Subcontractor)

By _____
(signature)

(Typed Name and Title)

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters, or publishes any statement, knowing the same to be false, . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

PRELIMINARY STATEMENT OF WORK FORCE NEEDS

TITLE OF PROJECT _____

CONTRACTOR _____

To comply with Section Three Requirements, we the undersigned estimate the following work force needs for EMPLOYEES AND APPRENTICES. If persons, other than those presently employed by our firm, are hired for this project we will make a good faith effort to hire, to the greatest extent feasible, lower income area residents as employees and apprentices.

Name of Occupation/Trade Position	Estimated Number to be used	Number of Employees Presently Employed to be used on this Project	Additional Employees to be Hired for this Project
EMPLOYEES:			
APPRENTICES:			

Contractor: _____

By: _____

Title: _____

Date: _____

PRELIMINARY STATEMENT OF WORK FORCE NEEDS

TITLE OF PROJECT _____

SUBCONTRACTOR _____

To comply with Section Three Requirements, we the undersigned estimate the following work force needs for EMPLOYEES AND APPRENTICES. If persons, other than those presently employed by our firm, are hired for this project we will make a good faith effort to hire, to the greatest extent feasible, lower income area residents as employees and apprentices.

Name of Occupation/Trade Position	Estimated Number to be used	Number of Employees Presently Employed to be used on this Project	Additional Employees to be Hired for this Project
EMPLOYEES:			
APPRENTICES:			

Subcontractor: _____

By: _____

Title: _____

Date: _____

JOB BILL FORM 3
MONTHLY REPORTING FORM

Reporting Period _____

Contractor/Subcontractor _____

Contract Name _____ Contract No. _____

OCCUPATIONAL CLASSIFICATION	# OF JOBS	# OF NEW JOBS CREATED	# OF WEEKS OF EMPLOYMENT	E. E. O. DATA					
				WHITE	BLACK	ASIAN PACIFIC ISLANDER	NATIVE AMERICAN/ALASKAN	HISPANIC	SEX

Signature: _____

WORKMEN'S COMPENSATION INSURANCE CERTIFICATION

TO THE CITY OF SACRAMENTO:

The undersigned does hereby certify that he is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for workmen's compensation claims or to undertake self-insurance in accordance with the provisions of said Code, and that he will comply with such provisions before commencing the performance of the work on this contract.

Bidder

By _____

Title _____

Address _____

Date _____

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (example)

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your name only.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, Co-Partner."
4. A corporation, sign: "Blank Company, by John Doe, Secretary." (or other title)

GUARANTEE

We hereby guarantee the

OAK PARK COMMUNITY CENTER BASKETBALL COURT FLOODLIGHTING SYSTEM

which we propose to install in the City of Sacramento for one (1) year in accordance with the guarantee required in the specifications. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the period from the date of acceptance without expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within five (5) days time after being notified in writing, we collectively or separately, do hereby authorize the City to proceed to have the defects repaired and made good at our expense and will pay the costs and damages therefor immediately upon demand.

Signed:

Dated:

AGREEMENT

THIS AGREEMENT, dated for identification as of _____, 19____,
between the CITY OF SACRAMENTO, a municipal corporation, (hereinafter called "City"),
and _____

(hereinafter called the "Contractor").

The parties hereto mutually agree to the terms and conditions set forth herein.

1. CONTRACT DOCUMENTS

Each of the items hereinafter referred to is incorporated herein by reference as if set forth in full in this contract.

Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

The Contract Documents, sometimes also referred to as "the Contract", consist of the Notice to Contractors, the completed Proposal Form submitted by Contractor to whom the Contract is awarded, the Instructions to Bidders insofar as they relate to events which occur or actions to be taken after the submission of the Proposal, this Agreement, the Standard Specifications, the Special Provisions, Plans and Technical Specifications, the drawings and other data and all developments thereof prepared by City pursuant to the Contract, and any modifications of any of the foregoing in the form of Addenda or otherwise effected in accordance with the terms of the Contract.

The Standard Specifications shall mean and refer to the current Standard Specifications of the City of Sacramento which are incorporated herein by this reference as if set forth in full at this place.

2. DEFINITIONS

Unless otherwise specifically provided herein, all words and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

3. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and Conditions set forth in this Agreement shall prevail.

4. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of City, all the work called for, and in the manner designated in, and in strict conformity with the Contract Documents entitled:

including the following alternative bid items described in the Proposal Form:

5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay, and Contractor agrees to accept, in full payment for the above work, the sum of _____

DOLLARS

(\$ _____), which sum is to be paid according to the schedule and in the manner set forth herein and subject to additions, deductions and withholding as provided in the Contract Documents.

6. PROGRESS AND FINAL PAYMENTS

Subject to the terms and conditions of the Contract, City shall cause payments to be made upon demand of Contractor as follows:

- (A) On the first of the month, Contractor shall present to the City Engineer a statement showing the amount of labor and materials incorporated in the work during the preceding month; the City Engineer shall inspect the statement and, if the City Engineer approves the statement, shall issue a certificate for ninety percent (90%) of the amount it shall find to be due.
- (B) No inaccuracy or error in said monthly estimates shall operate to release Contractor or Surety from damages arising from such work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.
- (C) Contractor shall not be paid for any defective or improper work.
- (D) City shall pay the remaining ten percent (10%) of the value of the work done under this contract, if unencumbered, thirty-five (35) days after final completion and acceptance of work by City. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against City arising under the Contract Document.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or his sureties.

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the work on or before ten (10) calendar days from and after receipt of written Notice to Proceed from City to Contractor and will diligently prosecute the work to final completion. The phrase "commence the work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrication, erection, or installation of the work. Said Notice to Proceed shall be issued following execution of the Agreement and the filing by Contractor of the required bonds and proof of insurance. The continuous prosecution of work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The entire work shall be brought to completion in the manner provided for in the Contract Documents on or before ONE HUNDRED TWENTY, (120) calendar days (hereinafter called the "Completion Date") from and after the receipt by Contractor of the Notice to Proceed unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete the work by the Completion Date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is and shall be of the essence in these Contract Documents.

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made.

11. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any unfaithful or imperfect work which may be discovered before final acceptance of the entire work. Any unsatisfactory materials shall be rejected, notwithstanding that they may have been overlooked by the proper inspector. The inspection of the work, or any part thereof, shall not relieve Contractor of any of his obligations to perform satisfactory work as herein prescribed.

Failure or neglect on the part of City or any of its authorized agents to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials if such becomes evident at any time prior to final acceptance of the entire work or all materials, nor shall such failure be construed as barring City at any subsequent time from recovering damages or of such a sum of money as may be required to build anew all portions of the work in which fraud was practiced or improper materials used whenever City may discover the same.

12. RELEASE

If requested to do so by City, at the time of final payment, as a condition precedent to final payment, Contractor and each assignee under any assignment in effect at the time of final payment shall execute and deliver a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by City which shall discharge City, its officers, agents and employees of and from all liability, obligations and claims arising under this contract.

13. CITY'S RIGHT TO TAKE POSSESSION OF THE WORK
IN WHOLE OR IN PART

The City of Sacramento shall have the right at any time to enter upon the work and perform work not covered by this Contract, or to occupy and use a portion of the work, prior to the date of the final acceptance of the work as a whole, without in any way relieving Contractor of any obligations under this Contract.

Such use or occupation of the work shall not be construed as an acceptance of any portion of the work under this Contract.

14. NO WAIVER OF REMEDIES

Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

15. GUARANTEE

Except as otherwise expressly provided in the Specifications, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, Contractor guarantees all work executed by him and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to City as a part of the work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire work by the City of Sacramento. Contractor shall repair or replace any or all such work or material, together with all or any other work or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one year guarantee period without expense or charge of any nature whatsoever to City.

In the event that Contractor shall fail to comply with the conditions of the foregoing guarantee within ten (10) days time, after being notified of the defect in writing, City shall have the right, but shall not be obligated to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include either temporary or permanent repairs which may be required as determined in the sole discretion and judgment of City.

16. DETERMINATION OF DAMAGES

The actual fact of the occurrence of damages and the actual amount of the damages which City would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which City would suffer in the event of delay include loss of the use of the project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Sacramento by reasons of the delay in the completion of the project to serve the public at the earliest possible time. Accordingly, the parties hereto agree, and by execution of this Agreement Contractor acknowledges that he understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be the amount of damages sustained by the failure of contractor to complete the entire work within the times specified.

17. LIQUIDATED DAMAGES

The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work by the Completion Date (as extended, if applicable) will be FIFTEEN AND NO/100 DOLLARS (\$ 15.00) for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's default.

18. PAYMENT OF DAMAGES

In the event Contractor shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments which would otherwise be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due or to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise. If the sum so retained by City is not sufficient to discharge all

such liabilities of Contractor, Contractor and his sureties shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as hereinbefore specified shall in any manner be construed to constitute a waiver of any right to liquidated damages or any right to any such sum.

19. INDEMNITY AND HOLD HARMLESS

Contractor shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, the performance of the work, provided that such action, damage, claim, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of property, whether upon or off the work, including the loss of use thereof, and is caused in whole or in part by any negligent act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party indemnified hereunder.

20. CONTRACTOR SHALL ASSUME RISKS

Until the completion and final acceptance by City of all work under this Contract, the work shall be under Contractor's responsible care and charge. Contractor shall rebuild, repair, restore and make good all injuries, damages, reerections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the work, except as otherwise stipulated.

21. GENERAL LIABILITY OF CONTRACTOR

Except as otherwise herein expressly stipulated, Contractor shall do all the work and furnish all the labor, materials, tools, power and light, and appliances, necessary or proper for performing and completing the work herein required in the manner within the time herein specified. The mention of any specific duty or liability of Contractor shall not be construed as limitation or restriction of any general liability or duty of Contractor and, any reference to any specific duty or liability shall be construed to be for the purpose of explanation.

22. INSURANCE

During the term of this Agreement and until final completion and acceptance of the work required by the Contract Documents, Contractor shall maintain in full force and effect at his own cost and expense the following insurance coverage:

(A) Worker's Compensation

Full Worker's Compensation Insurance and Employer's Liability policy or provide evidence of ability to undertake self-insurance. Limits of coverage shall be at least \$1,000,000 for any one person. In the event Contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento.

(B) Comprehensive Auto and General Liability Insurance

Contractor must provide sufficient broad coverage to include:

Comprehensive Auto and General Liability Insurance
Products and Completed Operation Liability
Broad Form Property Damage Liability
Contractual Liability
Personal Injury Liability

The amount of the policy shall be no less than \$1,000,000 Single Limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees and agents are to be Named Insured under the policy, and the policy shall stipulate that this insurance will operate as Primary insurance and that no other insurance effected by City or other Named Insured will be called on to contribute to a loss covered thereunder.

(C) Certificate of Insurance

Contractor shall have City's standard Certificate of Insurance completed and filed with the Finance Director within fifteen (15) days of the execution of this Agreement. Said policies shall provide that no cancellation, major change in coverage, or expiration may be effected by the insurance company or the insured during the term of this Agreement, without first giving to City thirty (30) days written notice prior to the effective date of such cancellation or change in coverage.

(D) Worker's Compensation Certificate

Contractor shall sign and file with the Director of Finance of the City of Sacramento the following certification prior to commencing performance of the work of the Contract:

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

23. FAILURE TO MAINTAIN INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, Contractor shall immediately discontinue all work under the Contract and City will withhold all Contract payments due or that become due until notice is received by City that such insurance has been restored in full force and effect and that the premiums therefor have been paid for a period satisfactory to the Director of Finance.

Any failure to maintain any item of the required insurance will be sufficient cause for termination of the Contract.

24. EXTENSIONS OF TIME

In the event City deems it necessary, in its sole discretion, to extend the time of completion of the work to be done under this Contract beyond the required Completion Date herein specified, such extensions shall in no way release any guarantee given by contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties on the bonds executed pursuant to said provisions. By executing such bonds, the sureties shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in any extension of time shall be limited to the period of excusable delay as defined herein giving rise to the same as determined by City Council of City.

25. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delays" shall mean, and is limited to, delays caused directly by acts of God; acts of the public enemy; fires, riots, insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of a governmental agency; priorities or privileges established for the manufacture, assembly, or allotment of materials necessary in the work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the work ordered by City insofar as they necessarily require additional time in which to complete the work; the prevention by City of Contractor from commencing or prosecuting the work because of the acts of others, excepting Contractor's subcontractors; or the prevention of Contractor from commencing or prosecuting the work because of a city-wide failure of public utility service.

Inclement weather shall not be a reason for granting an extension of time. City may, however, grant an extension of time for unavoidable delay as a result of extraordinary inclement weather which shall then be classified Excusable Delay.

The term "Excusable Delay" shall specifically not include: (i) any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor (ii) any delay in the prosecution of parts of the work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other parts of the work, nor the completion of the whole work within the time specified; (iii) any reasonable delay resulting from time required by City for review of plans and submittals required of Contractor and for the making of surveys, measurements and inspections; (iv) any delay arising from an interruption in the prosecution of the work on account of the reasonable interference from other Contractors employed by City, which does not necessarily prevent the completion of the work within the time specified; and, (v) any delay resulting from ordinary inclement weather. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) but shall not under any circumstances increase the sum City is to pay Contractor as provided in these Contract Documents.

26. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which Contractor regards as an excusable delay, he shall notify the City Engineer in writing of the probability of such delay and its cause, in order that the City Engineer may take immediate steps to prevent if possible the occurrence or continuance of the delay, or if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution and completion of the work are delayed thereby. Said notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part or whole of the work, the City Engineer, in estimating the amount due Contractor, will assume that any and all delays which may have occurred in its prosecution and completion have been avoidable delays, except such delays as shall have been called to the attention of the City Engineer at the time of their occurrence and found by him to have been excusable. Contractor shall make no claim that any delay not called to the attention of the City Engineer at the time of its occurrence has been an excusable delay.

27. EXTENSION OF TIME

Should any delays occur which the City Council may consider excusable, as herein defined, Contractor shall, pursuant to his application, be allowed an extension of time beyond the time herein set forth proportional to said delay or delays in which to complete this Contract; and, during an extension which may have been granted because of an excusable delay or delays, City shall not charge liquidated damages against Contractor for such delay. Only the City Council may grant an extension of time on the Contract.

28. EXTENSION OF TIME DOES NOT WAIVE CITY'S RIGHTS

The granting of any extension of time on account of delays which in the judgment of the City Council are excusable delays shall in no way operate as a waiver on the part of City of its rights under this Contract excepting only the extension of the Completion Date.

29. NO PAYMENT FOR DELAYS

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the work whether such delays qualify for extension of time under this Agreement or not.

Contractor waives all claims against City, its officials and employees, for any loss or damage sustained by reason of delays beyond the Completion Date arising out of modifications of this Agreement, including modifications deemed necessary or desirable by City for the correction of errors or omissions in this Agreement, Plans or Specifications, it being expressly understood and agreed that no damages or compensation of any kind shall be paid to Contractor because of such delays.

30. CHANGES IN THE WORK

Changes in the work made pursuant to changes issued in accordance with the Standard Specifications and extensions of time of completion made necessary by reason thereof (beyond the Completion Date) shall not in any way release any guarantee given by Contractor pursuant to the provisions of the Contract Documents, or the Contract let hereunder, nor shall such changes in the work relieve or release the sureties on bonds executed pursuant to the said provisions. By executing such bonds, the sureties shall be deemed to have expressly agreed to any such change in the work and to any extension of time made by reason thereof.

31. TERMINATION AFTER COMPLETION DATE

In addition to any rights it may have, City may terminate this Contract at any time after the Completion Date as adjusted by any extensions of time for excusable delays that may have been granted. Upon such termination Contractor shall not be entitled to receive any compensation for services rendered by him before or after such termination, and he shall be liable to City for liquidated damages for all periods of time beyond such termination date until the work is completed.

32. CONTRACTOR BANKRUPT

If Contractor should commence any proceeding under the Bankruptcy Act, or if contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Section 33. Contractor's Surety shall have the right to complete the work by commencing within thirty (30) days as specified in Section 33; and, in the event Contractor's Surety fails to commence work within thirty (30) days as specified in Section 33, City shall have the right to complete, or cause completion of the work, all as specified in Section 33.

33. TERMINATION FOR BREACH OF CONTRACT

If Contractor should abandon the work under this Contract, or if the Contract or any portion of the Contract should be sublet or assigned without the consent of the City Council, or if the City Engineer should be of the opinion that the conditions of the Contract in respect to the rate of progress of the work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor should willfully violate or breach, or fail to execute in good faith, any of the terms or conditions of the Contract, or if Contractor should persistently refuse or fail to supply enough properly skilled labor or materials, or fail to make prompt payment to subcontractors for material or labor, or persistently disregard laws, ordinances or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City Council may give Contractor and his Surety written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or satisfactory arrangement for correction is not made, within ten (10) calendar days from the date of such notice, the Contract shall upon the

expiration of said ten (10) calendar days cease and terminate. In the event of any such termination, City shall immediately serve notice thereof upon the Surety and Contractor; and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing to such Surety of notice of termination, City may take over the work and prosecute the same to completion by Contract, or otherwise, for the account and at the expense of Contractor, and his Surety shall be liable to City for any excess cost occasioned City thereby, as hereinafter set forth.

In the event City completes the work, or causes the work to be completed, as aforesaid, no payment of any sum shall be made to Contractor until the work is complete. The cost of completing the work, including but not limited to, extra contract costs, the costs of City forces, extra costs of administration and management incurred by City, either direct or indirect, shall be deducted from any sum then due, or which becomes due, to Contractor from City. If no sum sufficient to pay the difference between sums due to Contractor from City and the cost of completing the work, Contractor and the Surety shall pay City a sum equal to said difference on demand. In the event City completes the work, and there is a sum remaining due to Contractor after City deducts the aforementioned costs of completing the work, then City shall thereupon pay such sum to contractor and his Surety.

No act by City before the work is finally accepted including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, claims of liquidated damages, occupation or acceptance of any part of the work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach by Contractor shall be construed to be a waiver by, or to estop, City from acting pursuant to this paragraph upon any subsequent event, occurrence of failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City pursuant to this paragraph are cumulative and in addition to all other rights of City pursuant to this Agreement and at law or in equity.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set forth opposite their names.

CONTRACTOR

DATE: _____

By _____

Title

CITY OF SACRAMENTO,
a municipal corporation

DATE: _____

By _____

City Manager

ATTEST:

City Clerk

ORIGINAL APPROVED AS TO FORM

FUNDING AVAILABLE: 2-31-4510-2294-5820

City Attorney

Accounting Officer

SUBSTITUTION OF SECURITIES FOR MONEY WITHHELD

At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the contract. At the expense of Contractor, securities equivalent to the money withheld may be deposited with the City or with Wells Fargo Bank as escrow agent according to a separate Security Agreement. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Sacramento, a municipal corporation, has awarded to

hereinafter designated as the "Principal", a contract for

OAK PARK COMMUNITY CENTER BASKETBALL COURT FLOODLIGHTING SYSTEM

; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or materialmen employed on work under said contract, as provided by law;

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Sacramento in the sum of _____

DOLLARS (\$ _____),

said sum being equal to the estimated amount payable by the said City of Sacramento under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, his or its heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, as required by the provisions of Chapter 7, Title XV, Part 4, Division 3, of the Civil Code, and provided that the claimant shall have complied with the provisions of said code; or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same and in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will pay a reasonable attorney's fee to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Standard Specifications or Special Provisions, no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, the name and corporate seal of each corporate body being affixed thereto, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL

By _____

Title _____

SURETY

By _____

APPROVED AS TO FORM:

CITY ATTORNEY

JURAT HERE, PLEASE

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City of Sacramento, State of California, has awarded to

hereinafter designated as the "Principal", a contract for

OAK PARK COMMUNITY CENTER BASKETBALL COURT FLOODLIGHTING SYSTEM

; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we the Principal, and

as Surety, are held and firmly bound unto the City of Sacramento in the penal sum of

DOLLARS

(\$ _____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall indemnify and save harmless the City of Sacramento, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the surety, for value received hereby stipulates and agrees that, in accordance with the Standard Specifications or Special Provisions, no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____ the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal _____

By _____

Title _____

Surety _____

By _____

APPROVED AS TO FORM:

City Attorney

JURAT HERE, PLEASE

EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS

Chapter 4 of Division 3

THE SHELLEY-MALONEY APPRENTICE LABOR STANDARDS ACT OF 1939

(Note: Boldface type denotes key points.)

3098. An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards.

(Amended by Stats. 1974, Ch. 1095.)

Chapter 1 of Division 2 APPRENTICES ON PUBLIC WORKS

1776. Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice or worker employed by him in connection with the public work. The contractor's and subcontractor's payroll records shall be available for inspection at all reasonable hours, and a copy shall be made available to the employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards. The body awarding the contract may charge a reasonable fee for copying such records. The body awarding the contract shall be required to retain the records filed pursuant to this section for 90 days after completion of the contract. After a complaint has been filed with the awarding body or the Division of Labor Standards Enforcement alleging that a contractor or subcontractor has paid less than the prevailing wage on a public works project, the contractor or subcontractor shall upon written notice from either the awarding body or the Division of Labor Standards Enforcement within 10 days file with the body awarding the contract a certified copy of the payroll records.

(Amended by Stats. 1976, Ch. 599.)

1777.5. Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered.

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he is training.

When the contractor to whom the contract is awarded by the state or any political subdivision, or any subcontractor under him, in performing any of the work under the contract or subcontract, employs workmen in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; provided, however, that the approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates but in no case shall the ratio be less than one apprentice for each five journeymen, except as otherwise provided in this section.

The contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in such craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less

than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 ratio as set forth in this section. This section shall not apply to contracts of general contractors involving less than thirty thousand dollars (\$30,000) or 20 working days or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than two thousand dollars (\$2,000) or fewer than five working days.

"Apprenticeable craft or trade," as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis.

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in

each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The contractor or subcontractor may add the amount of such contributions in computing his bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to the fund or funds as set forth in Section 227.

The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. Such stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

All decisions of the joint apprenticeship committee under this section are subject to the provisions of Section 3081.

(Amended by Stats. 1976, Ch. 1179.)

1777.6. It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works, on the ground of the race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

(Amended by Stats. 1976, Ch. 1179.)

1777.7. In the event a licensed contractor willfully fails to comply with the provisions of Section 1777.5, such licensee shall be denied the right to bid on any public works contract for a period of one year from the date the determination of non-compliance is made by the Administrator of Apprenticeship and, notwithstanding the provisions of Section 1727, upon receipt of such a determination the awarding body shall withhold from contract progress payments then due or to become due the sum of five thousand dollars (\$5,000). Any determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the awarding body pursuant to this section shall be released to the contractor upon issuance of an order to that effect by the administrator, or upon completion of the contract.

The interpretation and enforcement of Sections 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

(Amended by Stats. 1976, Ch. 538.)

GREATER SACRAMENTO AREA PLAN (GSAP) EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
(Executive Order 11246)

The City of Sacramento is signatory to the "Greater Sacramento Area Plan" (hereinafter referred to as the "Plan") a joint industry-labor-minority representative agreement established for the purpose of increasing the employment of minorities in all phases and at all levels of skill in the building and construction industry within the greater Sacramento area. The City has adopted the "Plan" as its affirmative action program for City construction contracts and requires a contractor and his subcontractors be signatory to the Plan in order to be eligible for an award of a City contract. Additional information regarding the Plan is available at its headquarters office located at 4320 Stockton Boulevard, Sacramento, 95821, Telephone No. (916) 452-5832.

1. As used in these specifications:

- a. "Covered area" means the geographical area within the following counties: Amador, El Dorado, Nevada, Placer, Sacramento, Sierra, and Yolo.
- b. "Director" means Director, of GSAP, or any person to whom the Director delegates authority;
- c. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

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

3. If the Contractor is signatory under Part I of the GSAP a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of the GSAP. Each Contractor or Subcontractor participating in the GSAP is individually required to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

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

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

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

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

- b. Establish and maintain a current list of minority and female recruitment sources, provided written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with onsite supervisory personnel such as Superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR, Part 60.3.
- l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended and its implementing regulations, by the Office of Federal Contract Compliance Program. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

GSAP REPORTING REQUIREMENTS

- (1) All contract and subcontracts (over \$10,000) are subject to the reporting requirements.
- (2) Contractors must submit a CC 257 (Monthly Employee Utilization Report) to the GSAP at 4320 Stockton Boulevard, Sacramento, California 95829.
- (3) If the Contractor is already required to submit CC 257 there is no need to submit an additional form.
- (4) This report must arrive at the GSAP no later than the 5th working day of each month.
- (5) Failure to report is automatic cause to find the Contractor in noncompliance.
- (6) Each report is monitored by GSAP and measured against the specified goals for minorities and women.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
(Executive Order 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
 - b. "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provided written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with onsite supervisory personnel such as Superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR, Part 60.3.
- l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended and its implementing regulations, by the Office of Federal Contract Compliance Program. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
 - a. The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

REPORTING REQUIREMENTS

Construction contractors holding Federal construction contracts or subcontracts and/or Federally assisted construction contracts or subcontracts are required under Title 41 CFR 60-4 and Executive Order 11246 to report their entire construction workforce within each plan area or non plan area county in which they are performing construction work on a Federally funded or Federally assisted construction project.

Prime contractors have the responsibility of informing subcontractors of their obligations under the construction compliance program, and prime contractors have the responsibility of making certain each subcontractor has met the initial and monthly report filing requirements, which are as follows:

1. Standard Form 257 must be filed by the fifth day of each month showing the total number of hours worked by each minority group in each trade or classification, and for women in each trade or classification. Minority women are reported in the appropriate minority group as well as in the report for women. The SF 257 may be broken off to include the last full pay period of the month, and need not conform to the actual work days of the calendar month. All time worked on a construction project in the plan area or county must be reported, however. The report must cover all of the contractor's or subcontractor's construction workforce in the plan area or county, whether on a Federal project or not, as long as any worker is on a Federal project. No separate form is required for the Federal project, and a single SF 257 reporting all work in each plan area or county is sufficient. Each contractor and subcontractor must submit an SF 257 for each plan area and/or non plan area county in which they have a Federal construction project. Only one contractor can report on a single SF 257. A copy of the revised SF 257 is attached.
2. With the initial SF 257 (the first response to this letter or notice is an initial reporting) each contractor must submit the following:
 - a. A list of all Federally funded or assisted contracts showing funding or contracting agency or agencies, the contract number(s), the project location(s), the dollar value of the contract, the percentage of completion of the project or each project, and the projected completion date(s).
 - b. A list of all covered non-Federal projects.
3. Subsequent to the initial SF 257 reporting, the contractor or subcontractor must report all additional Federal and non-Federal projects in the same manner as above.
4. Prime contractors and subcontractors having sub-subcontractors must submit a list of all subcontractors for each project.

Contractors are required to make good faith efforts to attain reasonable levels of minority and female utilization within non plan area counties. In the absence of specific minority ranges, consideration should be given to the ratio of minorities in the county and in surrounding areas and to the availability of minorities within a reasonable recruitment area.

Contractors are required to either conform to the provisions of a Hometown Plan (Part I), currently approved by the U. S. Department of Labor, or to evidence the good faith performance of the specific affirmative action steps in paragraph 7 of the Standard Federal EEO Construction Contract Specifications (Part II) (See 41 CFR 60-4.3(a)).

Jurisdiction as to OFCCP area office or region is determined by the project location. Firms having projects in more than one area office jurisdiction or more than one region must report to each and should so inform the area or region to which the report is furnished.

Reports for this contract are to be submitted to the following offices:

Greater Sacramento Area Plan
4320 Stockton Boulevard
Sacramento, California 95821

Barbara Long, Area Director
U. S. Department of Labor
Office of Federal Contract Compliance Programs
P.O. Box 12157
Oakland, California 94604

EQUAL OPPORTUNITY CLAUSE

SECTION 60-4.3 Equal Opportunity Clauses

- (a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in and is part of, all non-exempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all non-exempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to Section 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive Order.
- (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportu-

nity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.
- (d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in Government bills of lading, transportation requests, contracts for deposit of Government funds, contracts for issuing and paying U.S. Savings Bonds and notes, contracts and subcontracts less than \$50,000 and such other contracts as the Director may designate.
- (e) Incorporation by operation of the order and agency regulations. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts. The clause may also be applied by agency regulations to every non-exempt contract where there is no written contract between the agency and the contractor.
- (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

(33 F.B. 7804, May 22, 1965, as amended at 34 FR 744 Jan. 17, 1969; 40 FR 14083, Mar. 28, 1975)

U. S. DEPARTMENT OF LABOR
Employment Standards Administration, OFCCP

**MONTHLY EMPLOYMENT
 UTILIZATION REPORT**

1 COVERED AREA (ISMSA OR EAI)

3. CURRENT GOALS

4 REPORTING PERIOD

This report is required by Executive Order 11246, Sec. 203. Failure to report can result in contracts being cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts of federally assisted construction contracts.

2. EMPLOYERS I.D. NO.

MINORITY: _____

FROM: _____

FEMALE: _____

TO: _____

NAME AND LOCATION OF CONTRACTOR

FEDERAL
 FUNDING
 AGENCY

5. CONSTRUCTION TRADE	Classifications	6. WORK HOURS OF EMPLOYMENT (Federal & Non-Federal)								9. TOTAL NUMBER OF EMPLOYEES	10. TOTAL NUMBER OF MINORITY EMPLOYEES				
		6a. TOTAL ALL EMPLOYEES BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS				6e. AMERICAN INDIAN OR ALASKAN NATIVE		7. MINORITY PERCENTAGE	8. FEMALE PERCENTAGE
		M	F	M	F	M	F	M	F			M	F		
	Journey worker														
	APPRENTICE														
	TRAINEE														
	SUB-TOTAL														
	Journey worker														
	APPRENTICE														
	TRAINEE														
	SUB-TOTAL														
	Journey worker														
	APPRENTICE														
	TRAINEE														
	SUB-TOTAL														
	Journey worker														
	APPRENTICE														
	TRAINEE														
	SUB-TOTAL														
TOTAL JOURNEY WORKERS															
TOTAL APPRENTICES															
TOTAL TRAINEES															
GRAND TOTAL															

11. COMPANY OFFICIAL'S SIGNATURE AND TITLE	12. TELEPHONE NUMBER (Include area code)	13. DATE SIGNED	PAGE
			OF

INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT (CC-257)

The Monthly Utilization Report is to be completed by each subject contractor (both prime and sub) and signed by a responsible official of the company. The reports are to be filed by the 5th day of each month during the term of the contract, and they shall include the total work-hours for each employee classification in each trade in the covered area for the monthly reporting period. The prime contractor shall submit a report for its aggregate work force and collect and submit reports for each subcontractor's aggregate work force to the Federal compliance agency that has Executive Order 11246 responsibility. (Additional copies of this form may be obtained from the U.S. Department of Labor, Employment Standards Administration, OFCCP's regional office for your area.)

- | | |
|--|---|
| Compliance Agency | .U.S. Government agency assigned responsibility for equal employment opportunity. (Secure this information from the contracting officer.) |
| Federal Funding Agency | .U.S. Government agency funding project (in whole or in part). If more than one agency, list all. |
| Contractor | .Any contractor who has a construction contract with the U.S. Government or a contract funded in whole or in part with Federal funds. |
| Minority | .Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific Islanders—both men and women. |
| 1. Covered Area | .Geographic area identified in Notice required under 41 CFR 60-4.2. |
| 2. Employer's Identification Number | .Federal Social Security Number used on Employer's Quarterly Federal Tax Return (U.S. Treasury Department Form 941). |
| 3. Current Goals (Minority & Female) | .See contract Notification. |
| 4. Reporting Period | .Monthly, or as directed by the compliance agency, beginning with the effective date of the contract. |
| 5. Construction Trade | .Only those construction crafts which contractor employs in the covered area. |
| 6. Work-Hours of Employment (a-e) | a. The total number of male hours and the total number of female hours worked by employees in each classification.

b-e. The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification. |
| Classification | .The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Trainee) |
| 7. Minority Percentage | .The percentage of total minority work-hours of all work-hours (the sum of columns 6b, 6c, 6d, and 6e divided by column 6a; just one figure for each construction trade). |
| 8. Female Percentage | .For each trade the number reported in 6a, F divided by the sum of the numbers reported in 6a, M and F. |
| 9. Total Number of Employees | .Total number of male and total number of female employees working in each classification of each trade in the contractor's aggregate work force during reporting period. |
| 10. Total Number of Minority Employees | .Total number of male minority employees and total number of female minority employees working in each classification in each trade in the contractor's aggregate work force during reporting period. |

GOALS AND TIMETABLES
SACRAMENTO, CALIFORNIA

APPENDIX A

The following goals and timetables for female utilization shall be included in all construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a covered construction contract or subcontract.

AREA COVERED

Goals for Women apply Nationwide

GOALS AND TIMETABLES

Timetable	Goals (percent)
Until further notice	----- 6.9

APPENDIX B

Until further notice the following goals and timetables for minority utilization shall be included in all construction contracts and subcontracts in excess of \$10,000 to be performed in the respective covered areas. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a covered construction contract or subcontract.

SACRAMENTO, CALIFORNIA

Area covered - Sacramento, Yolo, and Placer Counties, California.

GOALS AND TIMETABLES

Timetable	Trade	Goal (percent)
Until further notice	All-----	17.5 to 20.0

U. S. Department of Housing and Urban Development
Community Development Block Grant Program
FEDERAL LABOR STANDARDS PROVISIONS

1. APPLICABILITY

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

2. MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated 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 Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

3. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public Body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public

6500.3

Exhibit 14

Agency or Public Body may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

4. ANTICIPATED COSTS OF FRINGE BENEFITS

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: Provided, however, 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. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency or Public Body with the first payroll filed by the Contractor subsequent to receipt of the findings.

5. OVERTIME COMPENSATION REQUIRED BY CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (75 Stat. 357-360: Title 40 U.S.C., Sections 327-332)

(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, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such work week, as the case may be.

(b) Violation: liability for unpaid wages liquidated damages. In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work

in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

(c) Withholding for liquidated damages. The Local Public Agency or Public Body shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

(d) Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

6. EMPLOYMENT OF APPRENTICES/TRAINees

4. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his 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 in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (b) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to

furnish to the contracting officer or a representative of the Wage-Hour Division of the U. S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

- b. Trainees. Except as provided in 29 CFR 5.15 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, Manpower Administration, Bureau of Apprentices and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U. S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training 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.
- c. Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

7. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

8. REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title U.S.C., Section 874; and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

9. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

10. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The Local Public Agency or Public Body shall require, 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 wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency or Public Body, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

6500.3

Exhibit 14

11. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classification of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

12. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

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

13. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

14. QUESTIONS CONCERNING GENERAL FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

15. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be

furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor or subcontractor 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. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

16. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYERS

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

17. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted

6500.3

Exhibit 14

without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

18. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

19. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

**ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS
SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED
PURSUANT THERETO BY THE SECRETARY OF LABOR,
UNITED STATES DEPARTMENT OF LABOR**

TITLE 18, U.S.C., section 874

(Replaces section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C.,
sec. 276b) pursuant to the Act of June 25, 1943, 62 Stat. 862)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES .

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$3,000 or imprisoned not more than five years, or both.

**SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862,
63 Stat. 108, 72 Stat. 967, 40 U.S.C., sec. 276c)**

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employer during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

... X X X ...

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part," as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

TITLE 29 - LABOR

Subtitle A - Office of the Secretary of Labor

**PART 3-CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN
WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES**

Section 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally aided construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14.

(e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

- (a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, portways, canals, subways, tunnels, sewers, mines, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, booms, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.
- (b) The terms "construction," "protection," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.
- (c) The terms "public building" or "public work" include building or work for whose construction, protection, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.
- (d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, protection, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.
- (e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, protection, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages" regardless of any contractual relationship alleged to exist between him and the real employer.
- (f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise; and an officer or agent of such corporation.
- (g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Section 3.3 Weekly statement with respect to payment of wages.

- (a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate superiors of such employees.

(b) Each contractor or subcontractor engaged in the construction, preservation, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance", or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968]

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under § 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employer as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents. Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction required by the employer to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employer for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Giving Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 331 of this title. When such a deduction is made the additional records required under § 315.27 (c) of this title shall be kept.

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under § 2.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under § 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of § 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of § 3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under § 3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see § 3.5 (a) of this subtitle.

DAVIS-BACON ACT REQUIREMENTS
(Revenue Sharing Projects Only)

i. Minimum wages.

tion decision of the Secretary of Labor which is a part of this contract; provided, however, 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.

2. Withholding.

The City may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee, 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, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto will be maintained 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 will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 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.

(ii) The contractor will submit weekly a copy of all payrolls to the City if the City is a party to the contract, but if the City is not such a party the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the City. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those

(i) All mechanics and laborers 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 amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision 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; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated 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 for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(ii) The City shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the City shall be referred to the Secretary for final determination.

(iii) The City shall require, 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 wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the City, shall be referred to the Secretary of Labor for determination.

(iv) If the contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determina-

determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the City and the Department of Labor, and will permit such representatives to interview employees during working hours on the job. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the contracting agencies that their employment is pursuant to an approved program and shall identify the program.

4. Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed 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 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 in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (ii) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the City or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

(ii) Trainees.

Except as provided in 29 CFR 5.15 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, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the City or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

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

5. Compliance with Copeland Regulations (29 CFR Part 3).

The contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

6. Subcontracts.

The contractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (5) and (7) and such other clauses as the City may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

7. Contract termination; debarment.

A breach of clauses (1) through (6) may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

8. Schedule of Wages - Conflict

Attached is a schedule of wage rates determined by the Secretary of Labor to be minimum prevailing wages in this locality. These wages are to be considered minimums solely for the purpose of compliance with the provisions of the Davis-Bacon Act and if these specifications, the laws of the State of California, ordinances or resolutions of the Council of City require a higher minimum rate to be paid to laborers and mechanics, said higher rate shall prevail.

* * * * *

CONTRACT WORK HOURS AND SAFETY STANDARD ACT

(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 laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

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

In the event of any violation of the clause set forth in paragraph (1), the contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (1), in the

sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1).

(3) Withholding for unpaid wages and liquidated damages.

The City may withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2).

(4) Subcontracts.

The contractor shall insert in any subcontracts the clauses set forth in paragraphs (1), (2) and (3) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with Federal clean air and water standards during the performance of this contract and specifically agrees to the following:

- a. The term "facility" means (a) any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations (b) owned, leased, or supervised (c) by the contractor and the subcontractors (d) for the construction, supply and service contracts entered into by the contractor.
- b. That any facility to be utilized in the accomplishment of this contract is not listed on the Environmental Protection Agency's List of Violating Facilities pursuant to 40 CFR, Part 15.20.
- c. That in the event a facility utilized in the accomplishment of this contract becomes listed on EPA list, this contract may be cancelled, terminated or suspended in whole or in part.
- d. That it will comply with all the requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder.
- e. That it will promptly notify the Government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA list of Violating Facilities.
- f. That it will include the provisions of paragraphs a. through g. in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Act (40 CFR Part 15.5) so that such provisions will be binding upon each subcontractor or vendor.
- g. That in the event that the contractor or the subcontractors for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR Part 15.5 (a) the exemption shall be nullified should the facility give rise to a criminal conviction (See 40 CFR Part 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The contractor shall notify the Government as soon as the contractor or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR Part 15.20.

MODIFICATIONS P. 3

DECISION NO. CAB-5112 - Mod. #1
1983
1983

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte,
El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin,
Mariposa, 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,
Tulare, Yuba, and
Yuba Counties,
California

Changes:

	Basic Hourly Rate	Fringe Benefit		Basic Hourly Rate	Fringe Benefit
Bricklayers; Stonemasons:			Plasterers:		
Area 1	18.52	56.10	Area 1	19.88	54.80
Area 2	18.90	4.95	Area 5	16.55	6.94
Area 3	17.35	3.30	Plasterers' Tenders:		
Area 5	18.30	5.52	Area 2	16.65	5.01
Carpenters:			Roofers:		
Area 1:			Area 1:		
Millwrights	19.28	7.455	Bitumastic; Enamellers;		
Pile-drivers	19.38	8.105	Pipefitters; Coal Tar		
Area 2:			Build up	18.75	5.07
Pile-drivers	19.38	8.105	Area 4	15.30	1.35
Area 4:			Area 7	19.10	4.00
Pile-drivers	19.38	8.105	Area 10:		
Electricians:			Kettleman (1 kettle)	15.83	5.92
Area 8:			Kettleman (2 kettles)	16.93	5.92
Electricians	18.25	6.06+	Bitumastic; Enamellers;		
		3a	Coal Tar; Pitch and		
Cable Splicers	20.08	4.06+	Mastic	17.03	5.92
		1a	Sheet Metal Workers:		
Elevator Constructors;			Area 2	16.93	4.67
Mechanics	28.15	3.00+	Area 5	20.57	6.86
		a	Area 11	21.76	6.52
Helpers	19.845	3.00+	Area 12	24.51	8.84
		a	Sprinkler Fitters:		
Provisionary Helpers	14.175		Area 7	21.87	1.23
Glaziers:			Terrazzo Workers and Tile		
Area 7	20.08	6.11	Setters:		
Marble Setters	20.52	6.10	Area 1	16.15	2.90
Marking Lot Striping Work and/or Highway Markers:			Area 2	20.23	3.69
Area 1:			Laborers:		
Traffic Delineating Device Applicator	14.48	1.65+	Area 2:		
		b	Granite Laborers:		
Wheel Stop Installers;			Group 1	14.02	5.11
Traffic Surface Sandblaster; Striper	13.93	1.65+	Group 2	13.43	5.11
		b	Group 3	13.31	5.11
Slurry Seal Operations;			Tunnel & Shaft Laborers:		
Mixer Operator	13.95	1.65+	Group 1	16.46	5.11
		b	Group 2	16.01	5.11
Squeegee Man; Appli- cator Operator; and Shuttlemans	12.37	1.65+	Group 3	15.70	5.11
		b	Group 4	15.82	5.11
Top Men	10.39	1.65+	Mining Work:		
		b	Group 1	13.56	5.11
			Group 2	11.41	5.11
			Group 3	11.31	5.11
			Housekeeping Laborers:		
			Group 1	13.56	5.11

Mod. # 3

MODIFICATIONS P. 4

DECISION NO. CAB-5112 (Cont'd)

Truck Drivers:

	Basic Hourly Rate	Fringe Benefit
Group 1	15.55	6.19
Group 2	15.63	6.19
Group 3	15.65	6.19
Group 4	15.56	6.19
Group 5	15.67	6.19
Group 6	15.68	6.19
Group 7	15.70	6.19
Group 8	15.72	6.19
Group 9	15.73	6.19
Group 10	15.75	6.19
Group 11	15.76	6.19
Group 12	15.80	6.19
Group 13	15.81	6.19
Group 14	15.82	6.19
Group 15	15.85	6.19
Group 16	15.86	6.19
Group 17	15.87	6.19
Group 18	15.89	6.19
Group 19	15.90	6.19
Group 20	15.91	6.19
Group 21	15.96	6.19
Group 22	15.99	6.19
Group 23	16.00	6.19
Group 24	16.09	6.19
Group 25	16.10	6.19
Group 26	16.10	6.19
Group 27	16.11	6.19
Group 28	16.15	6.19
Group 29	16.19	6.19
Group 30	16.20	6.19
Group 31	16.21	6.19
Group 32	16.29	6.19
Group 33	16.32	6.19
Group 34	16.44	6.19
Group 35	16.54	6.19
Group 36	16.59	6.19
Group 37	16.74	6.19
Group 38	16.89	6.19

Basic Hourly Rate	Fringe Benefit
-------------------------	-------------------

Decision No. / Mod. #	Basic Hourly Rates	Fringe Benefits	Basic Hourly Rates	Fringe Benefits
DECISION NO. AZ83-5102 - Mod. #1 (48 FR 9424 - March 4, 1983) Maricopa County, Arizona ADD: Landscape Sprinkler Fitter/Installer Landscape Laborer	56.65 4.59			
DECISION NO. AZ83-5105 - Mod. #2 (48 FR 9426 - March 4, 1983) Pima County, Arizona ADD: Landscape Sprinkler Fitter/Installer Landscape Laborers	58.27 4.91	6.24 0.24		
DECISION NO. PR83-3034 - Mod. #1 (48 FR 35849 - August 5, 1983) Puerto Rico, Island Wide CHANGE: Supercedes Decision No. 10-83 PR80-3070, dated October 24, 1980 in 45 FR 10668.				

MODIFICATION P. 2

Decision No. / Mod. #	Basic Hourly Rates	Fringe Benefits	Basic Hourly Rates	Fringe Benefits
DECISION NO. CA83-5112 - Mod. #2 (48 FR 33557 - July 1, 1983) Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, 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, California				
Change: Roofers: Area 1: Roofers Mastic Workers; Kettle-men (2 kettles without pumps) Bitumastic; Enamlers; Pipewrappers; Coal Tar Built-up Area 5 Roofers Mastic Workers; Kettle-men (2 kettles without pumps) Bitumastic; Enamlers; Pipewrappers; Coal Tar Pitch Area 8: Roofers Mastic Workers; Kettle-men (2 kettles without pumps) Bitumastic; Enamlers; Pipewrappers; Coal Tar	16.75 17.00 18.25 16.00 16.25 18.00 16.80 17.05 18.00	6.37 6.37 6.37 6.64 6.64 6.64 6.09 6.09 6.09		

Mod. #2

MODIFICATIONS P. 1

DECISION NO. CAB-5112 - Mod. #1
(19 TR 10355) - July 1, 1981

Alameda, Alplaca, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madras, Marin, Mariposa, 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, Solano, Sonoma, Stanislaus, Sutter,

	Base Hourly Rate	fringe Benefits		Base Hourly Rate	fringe Benefits
Change:			Area 2: (Zone 1)		
Bricklayers; Stonemasons:			Group 1	\$19.93	\$2.75+
Area 1	\$20.52	\$6.10	Group 2	18.01	2.75+
Area 5	17.20	3.53	Group 3	16.25	2.75+
Area 6	20.10	3.87	Group 4	15.51	2.05+
Area 8	17.19	4.11	Group 5	13.56	2.05+
Brick Tenders:			Group 6	13.56	2.05+
Area 1	15.24	3.46	Group 7	12.74	2.05+
Electricians:			Zone Differential (Add to Group 1 Rates)		
Area 4:			Zone 1 - \$2.40		
Electricians	15.71	4.06+	Zone 2 - 3.15		
		3%	Zone 3 - 3.90		
Area 6:			Zone 4 - 3.90		
Electricians	24.01	4.95+	Zone 5 - 5.15		
		3%	Area 11:		
Cable Splicers	26.01	4.95+	Groundman	13.66	1.94+
		3%	Heavy Equipment		
Area 7:			Operators	15.37	1.94+
Electricians	17.08	1.54+			
		25%	Linemen	17.08	1.54+
Cable Splicers	18.45	1.54+			
		25%	Cable Splicers	18.45	1.54+
					25%
Glaziers:			Plumbers:		
Area 1	23.92	5.66	Area 1	25.41	5.33
Area 5	16.40	5.52	Area 2	25.86	6.79
Area 6	13.58	2.84	Plumbers; Steamfitters:		
Ironworkers:			Area 4	22.03	5.80
Fence Erectors	16.41	8.53	Area 5	26.40	5.84
Reinforcing, Ornamental and Structural	17.30	8.53	Terrazzo Workers:		
Line Construction:			Area 1	20.52	6.10
Area 1:			Tile Setters:		
Groundmen	18.01	4.95+	Area 1	20.76	4.17
		3%			
Line Equipment Operators	21.61	4.95+	Add:		
		3%	Electricians (Area 5):		
Linemen	24.01	4.95+	Residential		
		3%	Electricians	10.35	1.20+
Cable Splicers	26.01	4.95+			3%
		3%			

Mod. #1

MODIFICATIONS P. 2

DECISION NO. CAB-5118 - Mod. #12
(19 TR 28511) - August 20, 1982

Alameda, Alplaca, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madras, Marin, Mariposa, 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, Solano, Sonoma, Stanislaus, Sutter,

	Base Hourly Rate	fringe Benefits		Base Hourly Rate	fringe Benefits
Change:			Area 10:		
Bricklayers; Stonemasons:			Groundman	18.86	54.55+
Area 2	17.19	4.11			3%
Area 4	19.25	4.15	Linemen	23.93	4.55+
Area 5	17.40	4.56			3%
Area 6	17.71	4.46	Area 11:		
Electricians:			Groundman	16.65	2.19+
Area 7:					3%
Electricians;			Linemen; Equipment		
Technicians	20.15	4.55+	Operators	21.20	3.18+
		3%			3%
Area 6:			Cable Splicers	21.70	3.18+
Electricians	20.00	5.10+			3%
		3%	Plumbers; Steamfitters:		
Cable Splicers	21.38	5.10+	Area 2	18.14	5.53
		3%	Area 3	23.14	5.53
Area 7:			Heat Metal Workers:		
Electricians	21.73	3.36+	Area 6	19.57	4.59+
		3%			10%
Cable Splicers	23.90	3.36+			3%
		3%	Add:		
Residential			Electricians:		
Electricians	10.30	3.36+	Area 2:		
		3%	Residential	11.40	2.00+
Area 11:			Electricians		3%
Electricians	23.90	4.55+	Area 11:		
		3%	Residential	12.60	2.00+
Ironworkers:			Electricians		3%
Fence Erectors	16.41	8.53			
Structural, Ornamental, Reinforcing	17.30	8.53			
Lathers:					
Area 4	18.06	6.56			
Line Construction:					
Area 2:					
Groundman	15.11	4.55+			
		3%			
Linemen	20.15	4.55+			
		3%			

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

CAB3-5112 (TO BE USED FOR BOTH COMMERCIAL AND RESIDENTIAL)

EFFECTIVE DATE:

JULY 1, 1983

SUPERSEDES DECISION NUMBER: CAB2-5112 AND CAB2-5120

JULY 16, 1982 AND AUGUST 27, 1982

COUNTIES COVERED BY SACRAMENTO SERVICE OFFICE:

AMADOR, CALAVERAS, EL DORADO, NEVADA, PLACER,
SACRAMENTO, SAN JOAQUIN, SUTTER, TOULUMNE, YOLO
AND YUBA

FEDERAL REGISTER PUBLICATION:

CAB3-5112 - VOL. 48, NO. 128
PAGES 30557 THROUGH 30571

NOTE: ANY PROJECT THAT IS TO BE CONSTRUCTED IN ANY
OF THE FOLLOWING COUNTIES WILL REQUIRE A PROJECT
WAGE DETERMINATION: ALPINE, BUTTE, COLUSA,
FRESNO, GLENN, KINGS, LAKE, LASSEN, MADERA,
MENDOCINO, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE

JULY 1, 1983

CONTACT THE LABOR RELATIONS SECTION AT:
(916) 440-2999 FOR INFORMATION CONCERNING
PROJECT WAGE DETERMINATIONS.

	<u>PAGE</u>
Plumbers; Steamfitters.....	11
Roofers.....	12
Sheet Metal Workers.....	13
Soft Floor Layer.....	13
Sprinkler Fitters.....	13
Steamfitters.....	13
Terrazzo Workers.....	13
Tile Setters.....	13
Terrazzo Workers and Tile Setters.....	13
Terrazzo Finishers.....	13
Laborers.....	13
Concrete Laborers.....	13
Tunnel and Shaft Laborers.....	13
Wracking Work.....	13
Moving Laborers.....	13
Laborers' Group Description.....	13
Power Equipment Operators.....	13
Truck Drivers.....	111
Welders.....	112
Paid Holidays.....	114
Footnotes.....	114

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

EFFECTIVE DATE:

CA83-5112 (TO BE USED FOR BOTH COMMERCIAL AND RESIDENTIAL)

JULY 1, 1983

SUPERSEDES DECISION NUMBER: CA82-5112 and CA82-5120

JULY 16, 1982 and AUGUST 27, 1982

COUNTIES COVERED BY SACRAMENTO SERVICE OFFICE:

FEDERAL REGISTER PUBLICATION:

AMADOR, CALAVERAS EL DORADO, NEVADA, PLACER,
SACRAMENTO, SAN JOAQUIN, SUTTER, TOULUMNE, YOLO
AND YUBA

CA83-5112 - VOL. 48, NO. 128

PAGES 30557 THROUGH 30571

NOTE: ANY PROJECT THAT IS TO BE CONSTRUCTED IN ANY
OF THE FOLLOWING COUNTIES WILL REQUIRE A PROJECT
WAGE DETERMINATION: ALPINE, BUTTE, COLUSA,
FRESNO, GLENN, RINGS, LAKE, LASSEN, MADERA,
MENDOCINO, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE

JULY 1, 1983

CONTACT THE LABOR RELATIONS SECTION AT:
(916) 440-2999 FOR INFORMATION CONCERNING
PROJECT WAGE DETERMINATIONS.

TABLE OF CONTENTS

<u>CLASSIFICATION AREA DESCRIPTIONS</u>	<u>PAGE</u>
Bricklayers, Stonemasons.....	1 of 28
Brick Tenders.....	1 of 28
Carpenters.....	1 of 28
Drywall Installers/Lathers.....	1 of 28
Electricians.....	2 of 28
Glaziers.....	2 of 28
Line Construction.....	2 of 28
Line Construction.....	3 of 28
Marble and Tile Finishers.....	3 of 28
Painters.....	3 of 28
Parking Lot Striping Work and/or Highway Markers.....	3 of 28
Plasterers.....	4 of 28
Plasterers' Tenders.....	4 of 28
Plumbers.....	4 of 28
Plumbers; Steamfitters.....	4 of 28
Roofers.....	4 of 28
Sheet Metal Workers.....	5 of 28
Soft Floor Layers.....	5 of 28
Sprinkler Fitters.....	5 of 28
Sprinkler Fitters.....	5 of 28
Steamfitters.....	5 of 28
Terrazzo Workers.....	5 of 28
Tile Setters.....	6 of 28
Terrazzo Workers and Tile Setters.....	6 of 28
Terrazzo Finishers.....	6 of 28
Power Equipment Operators.....	7 of 28
Power Equipment Operators.....	8 of 28
Power Equipment Operators.....	9 of 28

CLASSIFICATION BASIC HOURLY RATE AND FRINGE BENEFITS PAYMENTS

Asbestos Workers.....	10 of 28
Boilermakers.....	10 of 28
Bricklayers; Stonemasons.....	10 of 28
Brick Tenders.....	10 of 28
Carpenters.....	10 of 28
Cement Masons.....	10 of 28
Communication Technicians.....	10 of 28
Divers.....	10 of 28
Drywall Installers/Lathers.....	10 of 28
Electricians.....	10 of 28

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

CAS3-5112 (TO BE USED FOR BOTH COMMERCIAL AND RESIDENTIAL)

EFFECTIVE DATE:

JULY 1, 1983

SUPERSEDES DECISION NUMBER: CAS2-5112 AND CAS2-5120

JULY 16, 1982 AND AUGUST 27, 1982

COUNTIES COVERED BY SACRAMENTO SERVICE OFFICE:

AMADOR, CALAVERAS, EL DORADO, NEVADA, PLACER,
SACRAMENTO, SAN JOAQUIN, SUTTER, TOLUPE, YOLO
AND YUBA

FEDERAL REGISTER PUBLICATION:

CAS3-5112 - VOL. 48, NO. 125

PAGES 30557 THROUGH 30571

NOTE: ANY PROJECT THAT IS TO BE CONSTRUCTED IN ANY
OF THE FOLLOWING COUNTIES WILL REQUIRE A PROJECT
WAGE DETERMINATION: ALPINE, BUTTE, COLUSA,
FRESNO, GLENN, KINGS, LAKE, LASSEN, MADERA,
MENDOCINO, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE

JULY 1, 1983

CONTACT THE LABOR RELATIONS SECTION AT:
(916) 440-2999 FOR INFORMATION CONCERNING
PROJECT WAGE DETERMINATIONS.

	<u>PAGE</u>
Electricians.....	11 of 25
Elevator Constructors.....	11 of 25
Glaziers.....	11 of 28
Ironworkers.....	11 of 28
Line Construction.....	11 of 28
Line Construction.....	12 of 25
Line Construction.....	13 of 28
Marble Setters.....	13 of 28
Marble and Tile Finishers.....	13 of 25
Painters.....	13 of 28
Parking Lot Striping Work and/or Highway Markers.....	13 of 25
Parking Lot Striping Work and/or Highway Markers.....	14 of 25
Plasterers.....	14 of 25
Plasterers' Tenders.....	14 of 25
Plumbers.....	14 of 25
Plumbers; Steamfitters.....	14 of 25
Roofers.....	14 of 25
Sheet Metal Workers.....	14 of 25
Sheet Metal Workers.....	15 of 25
Soft Floor Layer.....	15 of 25
Sprinkler Fitters.....	15 of 25
Steamfitters.....	15 of 25
Terrazzo Workers.....	15 of 25
Tile Setters.....	15 of 25
Terrazzo Workers and Tile Setters.....	15 of 25
Terrazzo Finishers.....	15 of 25
Laborers.....	15 of 25
Gunite Laborers.....	15 of 25
Tunnell and Shaft Laborers.....	15 of 25
Wrecking Work.....	15 of 25
Housemoving Laborers.....	15 of 25
Laborers' Group Description.....	16 of 25
Laborers' Group Description.....	17 of 25
Laborers' Group Description.....	18 of 25
Power Equipment Operators.....	19 of 25
Power Equipment Operators.....	20 of 25
Power Equipment Operators' Group Description.....	21 of 25
Power Equipment Operators' Group Description.....	22 of 25
Power Equipment Operators' Group Description.....	23 of 25
Power Equipment Operators' Group Description.....	24 of 25
Power Equipment Operators' Group Description.....	25 of 25

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

EFFECTIVE DATE:

CAB3-5112 (TO BE USED FOR BOTH COMMERCIAL AND RESIDENTIAL) JULY 1, 1983

SUPERSEDES DECISION NUMBER: CAB2-5112 AND CAB2-5120

JULY 16, 1982 AND AUGUST 27, 1982

COUNTIES COVERED BY SACRAMENTO SERVICE OFFICE:

FEDERAL REGISTER PUBLICATION:

AMADOR, CALAVERAS, EL DORADO, NEVADA, PLACER,
SACRAMENTO, SAN JOAQUIN, SUTTER, TOULUMNE, YOLO
AND YUBA

CAB3-5112 - VOL. 48, NO. 125

PAGES 30557 THROUGH 30571

NOTE: ANY PROJECT THAT IS TO BE CONSTRUCTED IN ANY
OF THE FOLLOWING COUNTIES WILL REQUIRE A PROJECT
WAGE DETERMINATION: ALPINE, BUTTE, COLUSA,
FRESNO, GLENN, KINGS, LAKE, LASSEN, MADERA,
MENDOCINO, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, STANISLAUS, TERAMA, TRINITY, TULARE

JULY 1, 1983

XX
CONTACT THE LABOR RELATIONS SECTION AT:
(916) 440-2999 FOR INFORMATION CONCERNING
PROJECT WAGE DETERMINATIONS.
XX

	<u>PAGE</u>
Truck Drivers.....	26 of 28
Truck Drivers Group Description.....	27 of 28
Truck Drivers Group Description.....	28 of 28
Welders.....	29 of 28
Paid Holidays.....	26 of 26
Footnotes.....	28 of 28

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER: CASJ-5112 (TO BE USED FOR BOTH COMMERCIAL AND RESIDENTIAL)
EFFECTIVE DATE: JULY 1, 1983

SUPERSEDES DECISION NUMBER: CAS2-5112 AND CAS2-5120
EFFECTIVE DATE: JULY 16, 1982 AND AUGUST 27, 1982

COUNTIES COVERED BY SACRAMENTO SERVICE OFFICE: AMADOR, CALAVERAS, EL DORADO, NEVADA, PLACER, SACRAMENTO, SAN JOAQUIN, SUTTER, TOLUMLINE, YOLO AND YUBA
FEDERAL REGISTER PUBLICATION: CASJ-5112 - VOL. 48, NO. 125 PAGES 30557 THROUGH 30571

NOTE: ANY PROJECT THAT IS TO BE CONSTRUCTED IN ANY OF THE FOLLOWING COUNTIES WILL REQUIRE A PROJECT WAGE DETERMINATION: ALPINE, BUTTE, COLUSA, FRESNO, GLENN, KINGS, LAKE, LASSEN, MADERA, MENDOCINO, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, STANISLAUS, YEMAMA, TRINITY, TULARE

CONTACT THE LABOR RELATIONS SECTION AT:
(915) 440-2999 FOR INFORMATION CONCERNING
PROJECT WAGE DETERMINATIONS.

AREA DESCRIPTIONS

METROPOLITAN/STIPULATED:

- Area 1: San Mateo, Santa Clara, Santa Cruz, Stanislaus, Santa Cruz, San Francisco, San Joaquin, Siskiyou, Colusa, Butte, and Trinity Cos.
- Area 2: Alameda and Contra Costa Counties
- Area 3: Fresno, Glenn, Butte, Colusa, and Nevada Counties
- Area 4: Butte, Colusa, El Dorado, Glenn, Lassen, Nevada, Nevada, Plumas, Siskiyou, Stanislaus, Shasta, Sierra, Sutter, Tehama, Yuba, and Yolo Counties
- Area 5: Butte and Santa Cruz Counties
- Area 6: San Joaquin and Santa Clara Counties
- Area 7: El Dorado, Nevada, Colusa, San Joaquin, Stanislaus, and Yuba Counties
- Area 8: Plumas County

WAGE TIERING:

- Area 1: Butte, El Dorado, Nevada, Plumas, Sacramento, and Yuba Cos.
- Area 2: San Francisco and San Mateo Counties
- Area 3: Fresno, Glenn, Nevada, and Yuba Counties
- Area 4: Stanislaus County
- Area 5: Alameda and Contra Costa Counties
- Area 6: San Joaquin, Santa Clara, and Santa Cruz Counties

CAPITALLY:

- Area 1: Alameda, Contra Costa, Butte, Colusa, El Dorado, El Dorado, San Francisco, San Joaquin, Santa Clara, Santa Cruz, Stanislaus, Santa Cruz, San Francisco, San Joaquin, Siskiyou, Colusa, Butte, El Dorado, Glenn, Butte, Colusa, Glenn, Lassen, Nevada, Nevada, Plumas, Siskiyou, Stanislaus, Shasta, Sierra, Sutter, Tehama, Yuba, and Yolo Counties
- Area 2: Stanislaus, Butte, Colusa, Glenn, Lassen, Nevada, Nevada, Plumas, Siskiyou, Stanislaus, Shasta, Sierra, Sutter, Tehama, Yuba, and Yolo Counties
- Area 3: Stanislaus, Butte, Colusa, Glenn, Lassen, Nevada, Nevada, Plumas, Siskiyou, Stanislaus, Shasta, Sierra, Sutter, Tehama, Yuba, and Yolo Counties
- Area 4: Stanislaus, Butte, Colusa, Glenn, Lassen, Nevada, Nevada, Plumas, Siskiyou, Stanislaus, Shasta, Sierra, Sutter, Tehama, Yuba, and Yolo Counties

NONWAGE (STIPULATED/OTHER):

- Area 1: Colusa, Glenn, Nevada, Plumas, and Yuba Counties

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER: EFFECTIVE DATE:
CAS3-5112 (TO BE USED FOR BOTH COMMERCIAL AND RESIDENTIAL) JULY 1, 1983
SUPERSEDES DECISION NUMBER: CAS2-5112 AND CAS2-5120 JULY 16, 1982 AND AUGUST 27, 1982
COUNTIES COVERED BY SACRAMENTO SERVICE OFFICE: FEDERAL REGISTER PUBLICATION:
AMADOR, CALAVERAS, EL DORADO, NEVADA, PLACER, SACRAMENTO, SAN JOAQUIN, SUTTER, TOLUHNE, YOLO AND YUBA CAS3-5112 - VOL. 43, NO. 122
PAGES 30557 THROUGH 30571
NOTE: ANY PROJECT THAT IS TO BE CONSTRUCTED IN ANY OF THE FOLLOWING COUNTIES WILL REQUIRE A PROJECT WAGE DETERMINATION: ALPINE, BUTTE, COLUSA, FRESNO, GLENN, KINGS, LAKE, LASSEN, MADERA, MENDOCINO, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, STANISLAUS, YUBA, TRINITY, TULARE

CONTACT THE LABOR RELATIONS SECTION AT:
(916) 440-2999 FOR INFORMATION CONCERNING PROJECT WAGE DETERMINATIONS.

AREA DESCRIPTIONS (Cont'd)

LINE CONTRACTOR: (Cont'd)
Area 1: (Cont'd)
Some Exclusions: Some 1: 0 to 3 mile radius from the geographical center of Alameda and Contra Costa Counties
Some 2: 3 to 15 mile radius
Some 3: 15 to 35 mile radius
Some 4: 35 to 50 mile radius
Some 5: Over 50 mile radius
WAGE RATE (HOW IT IS PAID) SHALL BE DETERMINED BY THE EMPLOYER'S PAYROLL CHECK
Area 2: Fresno, Kings, Butte, and Tulare Counties
Area 3: Calaveras and San Joaquin Counties
Area 4: Butte, Colusa, Glenn, and Yuba Counties
Area 5: Butte, Colusa, Glenn, and Yuba Counties
Area 6: Butte, Colusa, Glenn, and Yuba Counties
Area 7: Butte, Colusa, Glenn, and Yuba Counties
Area 8: Butte, Colusa, Glenn, and Yuba Counties
Area 9: Butte, Colusa, Glenn, and Yuba Counties
Area 10: Butte, Colusa, Glenn, and Yuba Counties
Area 11: Butte, Colusa, Glenn, and Yuba Counties
Area 12: Butte, Colusa, Glenn, and Yuba Counties
Area 13: Butte, Colusa, Glenn, and Yuba Counties
Area 14: Butte, Colusa, Glenn, and Yuba Counties
Area 15: Butte, Colusa, Glenn, and Yuba Counties
SHOULD AND WILL PERFORM:
Area 1: Alameda, Contra Costa, San Joaquin, Butte, Colusa, Glenn, Kings, and Yuba Counties
Area 2: Alameda, Contra Costa, San Joaquin, Butte, Colusa, Glenn, Kings, and Yuba Counties
Area 3: Alameda, Contra Costa, San Joaquin, Butte, Colusa, Glenn, Kings, and Yuba Counties
Area 4: Alameda, Contra Costa, San Joaquin, Butte, Colusa, Glenn, Kings, and Yuba Counties
Area 5: Alameda, Contra Costa, San Joaquin, Butte, Colusa, Glenn, Kings, and Yuba Counties
Area 6: Alameda, Contra Costa, San Joaquin, Butte, Colusa, Glenn, Kings, and Yuba Counties
Area 7: Alameda, Contra Costa, San Joaquin, Butte, Colusa, Glenn, Kings, and Yuba Counties
Area 8: Alameda, Contra Costa, San Joaquin, Butte, Colusa, Glenn, Kings, and Yuba Counties
Area 9: Alameda, Contra Costa, San Joaquin, Butte, Colusa, Glenn, Kings, and Yuba Counties
Area 10: Alameda, Contra Costa, San Joaquin, Butte, Colusa, Glenn, Kings, and Yuba Counties
Area 11: Alameda, Contra Costa, San Joaquin, Butte, Colusa, Glenn, Kings, and Yuba Counties
Area 12: Alameda, Contra Costa, San Joaquin, Butte, Colusa, Glenn, Kings, and Yuba Counties
Area 13: Alameda, Contra Costa, San Joaquin, Butte, Colusa, Glenn, Kings, and Yuba Counties
Area 14: Alameda, Contra Costa, San Joaquin, Butte, Colusa, Glenn, Kings, and Yuba Counties
Area 15: Alameda, Contra Costa, San Joaquin, Butte, Colusa, Glenn, Kings, and Yuba Counties

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

EFFECTIVE DATE:

CAS3-5112 (TO BE USED FOR BOTH COMMERCIAL AND RESIDENTIAL)

JULY 1, 1983

SUPERSEDES DECISION NUMBER: CAS2-5112 AND CAS2-5120

JULY 16, 1982 AND AUGUST 27, 1982

COUNTIES COVERED BY SACRAMENTO SERVICE OFFICE:

FEDERAL REGISTER PUBLICATION:

AMADOR, CALAVERAS, EL DORADO, NEVADA, PLACER,
SACRAMENTO, SAN JOAQUIN, SUTTER, TOULUMNE, YOLO
AND YUBA

CAS3-5112 - VOL. 48, NO. 128

PAGES 30557 THROUGH 30571

NOTE: ANY PROJECT THAT IS TO BE CONSTRUCTED IN ANY
OF THE FOLLOWING COUNTIES WILL REQUIRE A PROJECT
WAGE DETERMINATION: ALPINE, BUTTE, COLUSA,
FRESNO, GLENN, KINGS, LAKE, LASSEN, MADERA,
MENDOCINO, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE

JULY 1, 1983

XX
CONTACT THE LABOR RELATIONS SECTION AT:
(916) 440-2999 FOR INFORMATION CONCERNING
PROJECT WAGE DETERMINATIONS.
XX

AREA DESCRIPTION (Cont'd)

PLASTERERS:

- Area 1: Alameda and Contra Costa Counties
- Area 2: San Francisco and San Mateo Counties
- Area 3: Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Lassen, Sutter, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yuba and Yuba Cos.
- Area 4: Del Norte, Humboldt, Lake, Marin, Mendocino, Siskiyou, Butte, Bolson, and Sonoma Counties
- Area 5: San Benito, Santa Clara, and Santa Cruz Counties
- Area 6: Fresno, Kings, Madera, and Tulare Counties
- Area 7: Monterey County
- Area 8: Mariposa, Merced, Stanislaus, and Tuolumne Counties

PLASTERERS - FINISH:

- Area 1: Alameda and Contra Costa Counties
- Area 2: Fresno, Kings, Madera, and Tulare Counties
- Area 3: San Francisco and San Mateo Counties
- Area 4: Alpine, Amador, El Dorado, Nevada, Placer, Sacramento, Sierra and Yuba Counties
- Area 5: Calaveras and San Joaquin Counties
- Area 6: Marin County
- Area 7: Monterey County
- Area 8: San Benito, Santa Clara and Santa Cruz Counties
- Area 9: Solano County
- Area 10: Sutter County

PLUMBERS:

- Area 1: Alameda County
- Area 2: Contra Costa County

PLUMBERS - SPECIALTY:

- Area 1: Amador County (southern half), Mariposa, Yuba, El Dorado, Nevada, Placer, and Sierra Counties (excluding Lake Tahoe Area)
- Area 2: Lake Tahoe Area
- Area 3: Marin, Humboldt, San Francisco, and Sonoma Counties
- Area 4: Alpine County; Amador County (southern portion); Butte, Calaveras, Colusa, Fresno, Glenn, Kings, Lassen, Madera, Mariposa, Merced, Monterey, Plumas, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties
- Area 5: Lake, Siskiyou, and Bolson Counties
- Area 6: Del Norte and Humboldt Counties
- Area 7: San Benito and Santa Clara Counties
- Area 8: San Mateo County

ROOFERS:

- Area 1: Alameda and Contra Costa Counties
- Area 2: Alpine, Calaveras, Mariposa, Merced, San Joaquin, Stanislaus, and Tuolumne Counties
- Area 3: Butte, Colusa, El Dorado, Glenn, Lassen, Madera, Placer, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, and Yuba Counties
- Area 4: Fresno, Kings, Madera, and Tulare Counties
- Area 5: Lake, Marin, Mendocino, Siskiyou, Butte, Bolson, and Sonoma Counties
- Area 6: Del Norte and Humboldt Counties
- Area 7: Monterey and Santa Cruz Counties
- Area 8: San Francisco and San Mateo Counties
- Area 9: Amador, Sacramento, and Yuba Counties
- Area 10: San Benito and Santa Clara Counties

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

EFFECTIVE DATE:

CAS3-3112 (TO BE USED FOR BOTH COMMERCIAL AND RESIDENTIAL)

JULY 1, 1983

SUPERSEDES DECISION NUMBER: CAS2-3112 AND CAS2-3120

JULY 16, 1982 AND AUGUST 27, 1982

COUNTIES COVERED BY SACRAMENTO SERVICE OFFICE:

FEDERAL REGISTER PUBLICATION:

AMADOR, CALAVERAS, EL DORADO, NEVADA, PLACER,
SACRAMENTO, SAN JOAQUIN, SUTTER, TOLUPLUME, YOLO
AND YUBA

CAS3-3112 - VOL. 48, NO. 128

PAGES 30557 THROUGH 30571

NOTE: ANY PROJECT THAT IS TO BE CONSTRUCTED IN ANY
OF THE FOLLOWING COUNTIES WILL REQUIRE A PROJECT
WAGE DETERMINATION: ALPINE, BUTTE, COLUSA,
FRESNO, GLENN, KINGS, LAKE, LASSEN, MADERA,
MENDOCINO, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE

JULY 1, 1983

CONTACT THE LABOR RELATIONS SECTION AT:
(916) 440-2999 FOR INFORMATION CONCERNING
PROJECT WAGE DETERMINATIONS.

PAGE 5 OF 25

AREA DESCRIPTIONS (Cont'd)

BEET APPL SERVICES:

- Area 1: Alameda and Contra Costa Counties
- Area 2: Alpine, Calaveras, and San Joaquin Counties
- Area 3: Amador, Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 4: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 5: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 6: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 7: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 8: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 9: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 10: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 11: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 12: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 13: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties

BEET FLYCATCHERS:

- Area 1: Alameda, Contra Costa, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 2: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 3: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 4: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 5: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 6: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 7: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 8: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 9: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 10: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 11: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 12: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 13: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties

BEETLE PESTS:

- Area 1: Alameda, Contra Costa, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 2: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 3: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties

BEETLE PESTS:

- Area 1: Alameda and Contra Costa Counties

BEETLE PESTS:

- Area 1: Alameda, Contra Costa, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 2: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 3: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 4: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 5: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 6: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 7: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 8: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 9: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 10: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 11: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 12: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties
- Area 13: Butte, Colusa, El Dorado, Glenn, Humboldt, Plumas, Butte, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba, and Yuba Counties

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

CA83-5112 (TO BE USED FOR BOTH COMMERCIAL AND RESIDENTIAL)

SUPERSEDES DECISION NUMBER: CA82-5112 AND CA82-5120

COUNTIES COVERED BY SACRAMENTO SERVICE OFFICE:

AMADOR, CALAVERAS, EL DORADO, NEVADA, PLACER, SACRAMENTO, SAN JOAQUIN, SUTTER, TOULUMNE, YOLO AND YUBA

NOTE: ANY PROJECT THAT IS TO BE CONSTRUCTED IN ANY OF THE FOLLOWING COUNTIES WILL REQUIRE A PROJECT WAGE DETERMINATION: ALPINE, BUTTE, COLUSA, FRESNO, GLENN, KINGS, LAKE, LASSEN, MADERA, MENDOCINO, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE

CONTACT THE LABOR RELATIONS SECTION AT:
(916) 440-2999 FOR INFORMATION CONCERNING PROJECT WAGE DETERMINATIONS.

EFFECTIVE DATE:

JULY 1, 1983

JULY 16, 1982 AND AUGUST 27, 1982

FEDERAL REGISTER PUBLICATION:

CA83-5112 - VOL. 48, NO. 125

PAGES 30557 THROUGH 30571

JULY 1, 1983

STATE: California
COUNTIES: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Meriposa, Mendocino, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Butte, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Yuba, Yuba, Yuba
DECISION NUMBER: CA83-5112 DATE: Date of Publication
Supersedes Decision No. CA82-5112 dated July 16, 1982, in 47 FR 31154, and Decision No. CA82-5120 dated August 27, 1982, in 47 FR 38211
DESCRIPTION OF WORK: Building; Heavy (including Water Wall Drilling) and Highway Projects; and Residential Projects (including Alpine, Butte, Colusa, Fresno, Glenn, Kings, Lake, Lassen, Madera, Mendocino, Modoc, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Tehama, Trinity, and Tulare Counties)

	Hourly Rate	Prev. Rate		Hourly Rate	Prev. Rate
ACCESSION WORKERS	\$22.00	\$3.21	CARPENTERS (Cont'd)		
WELDERMASTERS	21.75	3.94	Area 3 (Residential)	\$11.00	\$3.125
WELDERMASTERS; Steamfitters:			Area 4:		
Area 1	18.00	5.75	Carpenters	16.94	6.055
Area 2	18.00	4.95	Second Floor Layers:		
Area 3	17.35	3.86	Skiing/Snow		
Area 4	17.50	3.46	Operators: Steel		
Area 5	18.00	3.33	Half-Field Erectors and		
Area 6	20.00	3.87	Steel Erectors; Saw		
Area 7	17.37	3.89	Plates	17.10	6.455
Area 8	17.19	3.94	Millwrights	17.05	7.455
PAID THERMIST:			Pile-drivers	16.79	6.455
Area 1	14.73	3.05	CONCRETE WORKERS:		
Area 2	15.46	3.74	Concrete Finishers	15.52	3.83
Area 3	14.73	3.05	Welding or Slip Form		
Area 4	14.73	3.05	Reinforcing or		
Area 5	14.38	4.00	Construction Workers	15.73	1.93
Area 6	14.00	2.10	COMMUNICATION TECHNICIANS:		
CARPENTERS:			Electricians	12.00	1.07
Area 1:			GLAZIERS:		
Carpenters	19.20	6.555	Glaziers	23.99	6.225
Second Floor Layers:			Steamfitters	19.94	6.225
Skiing/Snow			MECHANICAL INSTALLERS/LAYERS:		
Operators: Steel			Boiler Installers:		
Half-Field Erectors and			Boilers	20.10	6.325
Steel Erectors; Saw			Construction Drywall		
Plates	18.43	6.455	Painters:		
Millwrights	18.66	7.455	Area 1	13.57	6.225
Pile-drivers	16.79	6.455	ELECTRICIANS:		
Area 1:			Area 1:		
Carpenters	16.63	6.455	Electricians	21.56	6.790
Second Floor Layers:			Area 2:		
Skiing/Snow			Electricians	14.15	4.740
Operators: Steel			Area 3:		
Half-Field Erectors and			Residential Electricians	13.10	3.100
Saw Plates	16.00	6.055			
Millwrights	17.15	7.455			
Pile-drivers	16.79	6.455			

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

EFFECTIVE DATE:

CAS3-5112 (TO BE USED FOR BOTH COMMERCIAL AND RESIDENTIAL)

JULY 1, 1982

SUPERSEDES DECISION NUMBER: CAS2-5112 AND CAS2-5120

JULY 16, 1982 AND AUGUST 27, 1982

COUNTIES COVERED BY SACRAMENTO SERVICE OFFICE:

FEDERAL REGISTER PUBLICATION:

AMADOR, CALAVERAS, EL DORADO, NEVADA, PLACER,
SACRAMENTO, SAN JOAQUIN, SUTTER, TOLUENE, YOLO
AND YUBA

CAS3-5112 - VOL. 48, NO. 125

PAGES 30557 THROUGH 30571

NOTE: ANY PROJECT THAT IS TO BE CONSTRUCTED IN ANY
OF THE FOLLOWING COUNTIES WILL REQUIRE A PROJECT
WAGE DETERMINATION: ALPINE, BUTTE, COLUSA,
FRESNO, GLENN, KINGS, LAKE, LASSEN, MADERA,
MENDOCINO, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, STANISLAUS, TEMA, TRINITY, TULARE

JULY 1, 1983

CONTACT THE LABOR RELATIONS SECTION AT:
(916) 440-2999 FOR INFORMATION CONCERNING
PROJECT WAGE DETERMINATIONS.

PAGE 11 OF 29

DECISION NO. (CAS)-5112	Hourly Rate	Per Diem	Page 2	Hourly Rate	Per Diem
ELECTRICIANS (Cont'd)			ELECTRICIANS (Cont'd)		
Area 1:			Area 13:		
Electricians	22.70	10.10	Electricians	22.80	10.10
Cable Splicers	20.01	4.10	Cable Splicers	20.55	4.10
Area 4:			Area 14:		
Electricians	20.22	4.20	Electricians	20.22	4.20
Residential Electricians	12.07	3.10	Cable Splicers	27.00	1.00
Area 5:			Area 15:		
Electricians	19.01	4.20	Electricians	19.00	4.10
Cable Splicers	22.29	4.20	ELEVATOR CONSTRUCTORS		
Area 6:			Electricians	17.20	4.00
Electricians	20.01	4.00	Spicers	19.21	3.00
Cable Splicers	20.01	4.00	Transmission Spicers	19.05	0
Area 7:			CLAIMING:		
Electricians	17.00	3.10	Area 1	20.02	5.11
Cable Splicers	18.05	4.10	Area 2	19.75	4.00
Area 8:			Area 3 (Residential)	18.00	2.73
Electricians	18.70	3.70	Area 4 (Residential)	5.00	1.70
Cable Splicers	20.27	3.70	Area 5	15.00	4.00
Residential Electricians	18.00	1.01	Area 6	22.00	3.00
Area 9:			Area 7	10.00	5.00
Electricians	21.55	3.10	INDUSTRIALS:		
Cable Splicers	20.20	3.10	Basic Structure	16.00	4.00
Residential Electricians	18.00	1.01	Manufacturing, Commercial		
Area 10:			and Electrical	17.20	5.00
Electricians	19.37	1.00	LINE CONSTRUCTION:		
Cable Splicers	20.20	3.00	Area 11:		
Area 11:			Groundman	10.00	4.00
Electricians	21.20	7.10	Line Equipment		
Cable Splicers	20.00	7.10	Operators	21.00	4.00
Area 12:			Linemen	20.01	4.00
Electricians	22.20	1.00	Cable Splicers	20.01	1.00
Cable Splicers	20.20	1.00	Area 12 (Group 1)		
			Group 1	19.00	3.00
			Group 2	17.00	3.00
			Group 3	15.00	3.00
			Group 4	10.00	1.00

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

EFFECTIVE DATE:

CAS3-5112 (TO BE USED FOR BOTH COMMERCIAL AND RESIDENTIAL)

JULY 1, 1983

SUPERSEDES DECISION NUMBER: CAS2-5112 AND CAS2-5120

JULY 16, 1982 AND AUGUST 27, 1982

COUNTIES COVERED BY SACRAMENTO SERVICE OFFICE:

FEDERAL REGISTER PUBLICATION:

AMADOR, CALAVERAS, EL DORADO, NEVADA, PLACER,
SACRAMENTO, SAN JOAQUIN, SUTTER, TOULUMNE, YOLO
AND YUBA

CAS3-5112 - VOL. 48, NO. 129

PAGES 30557 THROUGH 30571

NOTE: ANY PROJECT THAT IS TO BE CONSTRUCTED IN ANY
OF THE FOLLOWING COUNTIES WILL REQUIRE A PROJECT
WAGE DETERMINATION: ALPINE, BUTTE, COLUSA,
FRESNO, GLENN, KINGS, LAKE, LASSEN, MADERA,
MENDOCINO, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, STANISLAUS, YUBA, TRINITY, TULARE

JULY 1, 1983

CONTACT THE LABOR RELATIONS SECTION AT:
(916) 440-2999 FOR INFORMATION CONCERNING
PROJECT WAGE DETERMINATIONS.

DECISION NO. CAS3-5112	Hourly Rate	Per Diem	Footnote	Hourly Rate	Per Diem	Footnote
LINE CONSTRUCTION (Cont'd)						
Area 1:						
Carpenter	\$16.75	\$3.75				
Lumber: Lumber	23.00	5.25				
Cable Splice	24.75	5.75				
Area 1A:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1B:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1C:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1D:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1E:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1F:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1G:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1H:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1I:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1J:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1K:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1L:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1M:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1N:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1O:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1P:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1Q:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1R:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1S:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1T:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1U:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1V:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1W:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1X:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1Y:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				
Area 1Z:						
Heavy Equipment Operator	28.27	6.75				
Lumber	22.00	5.00				
Cable Splice	25.14	5.75				

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

CAS3-5112 (TO BE USED FOR BOTH COMMERCIAL AND RESIDENTIAL)

EFFECTIVE DATE:

JULY 1, 1983

SUPERSEDES DECISION NUMBER: CAS2-5112 AND CAS2-5120

JULY 16, 1982 AND AUGUST 27, 1982

COUNTIES COVERED BY SACRAMENTO SERVICE OFFICE:

AMADOR, CALAVERAS, EL DORADO, NEVADA, PLACER, SACRAMENTO, SAN JOAQUIN, SUTTER, TOULUNNE, YOLO AND YUBA

FEDERAL REGISTER PUBLICATION:

CAS3-5112 - VOL. 48, NO. 129
PAGES 30557 THROUGH 30571

NOTE: ANY PROJECT THAT IS TO BE CONSTRUCTED IN ANY OF THE FOLLOWING COUNTIES WILL REQUIRE A PROJECT WAGE DETERMINATION: ALPINE, BUTTE, COLUSA, FRESNO, GLENN, KINGS, LAKE, LASSEN, MADERA, MENDOCINO, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, STANISLAUS, YEMAMA, TRINITY, TULARE

JULY 1, 1983

CONTACT THE LABOR RELATIONS SECTION AT:
(916) 440-2999 FOR INFORMATION CONCERNING
PROJECT WAGE DETERMINATIONS.

DECISION NO. CAS3-5112	Rate	Step	Rate	Step	Rate	Step
HEAVY METAL WORKERS (COM)						
Area 9	213.74	3.70				
Area 9	213.00	3.02				
Area 10	21.16	4.70				
Area 11	20.00	4.12				
Area 12	21.12	4.07				
Area 13	21.12	3.28				
HEAVY FLOOR LAYERS						
Area 1	16.01	3.00				
Area 2	17.74	3.00				
Area 3	19.42	3.43				
Area 4	18.04	3.27				
PAVING STRETERS						
Area 1	29.13	3.04				
Area 2	21.07	3.03				
FRAMING						
Area 1	27.06	4.13				
TRAILING WORKERS						
Area 1	18.00	3.70				
Area 2	17.52	3.00				
Area 3	20.33	3.07				
PILE DRIVERS						
Area 1	20.36	3.02				
Area 2	18.02	3.16				
PAVING SCREWERS and TILE SETTERS						
Area 1	18.30	3.50				
Area 2	18.31	3.00				
PAVING FINISHERS						
Area 1	18.01	3.10				
Area 2	18.11	3.10				
LABORERS						
Area 1	14.36	3.11				
Group 11A	20.70	3.11				
Group 11B	19.00	3.11				
Group 11C	19.02	3.11				
Group 11D	16.07	3.11				
Group 11E	18.11	3.11				
Group 11F	18.10	3.11				
Group 11G	16.78	3.11				
Group 1	14.41	3.11				
Group 2	14.11	3.11				
Group 3	9.00	3.11				
LABORERS (CONT'D)						
Area 1	111.00	30.10				
Area 11A	12.70	3.11				
Area 11B	14.00	3.11				
Area 11C	11.01	3.11				
Area 11D	14.11	3.11				
Area 11E	14.10	3.11				
Area 11F	12.74	3.11				
Area 11G	12.41	3.11				
Area 1	14.11	3.11				
Area 2	9.00	3.11				
AREAS 1 and 2						
QUALITY LABORERS						
Area 1	11.07	3.11				
Area 2	14.43	3.11				
Area 3	14.21	3.34				
TRUCK and CRANE LABORERS						
Area 1	17.00	3.11				
Area 2	17.02	3.11				
Area 3	14.70	3.11				
Area 4	16.43	3.11				
REINFORCING MEN						
Area 1	14.00	3.11				
Area 2	14.02	3.11				
Area 3	14.33	3.11				
STRUCTURAL LABORERS						
Area 1	14.34	3.11				

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

CAB3-3112 (TO BE USED FOR BOTH COMMERCIAL AND RESIDENTIAL)

SUPERSEDES DECISION NUMBER: CAB2-3112 AND CAB2-3120

COUNTIES COVERED BY SACRAMENTO SERVICE OFFICE:

AMADOR, CALAVERAS, EL DORADO, NEVADA, PLACER,
SACRAMENTO, SAN JOAQUIN, SUTTER, TOLUENE, YOLO
AND YUBA

EFFECTIVE DATE:

JULY 1, 1983

JULY 16, 1982 AND AUGUST 27, 1982

FEDERAL REGISTER PUBLICATION:

CAB3-3112 - VOL. 48, NO. 122

PAGES 30557 THROUGH 30571

JULY 1, 1983

NOTE: ANY PROJECT THAT IS TO BE CONSTRUCTED IN ANY
OF THE FOLLOWING COUNTIES WILL REQUIRE A PROJECT
WAGE DETERMINATION: ALPINE, BUTTE, COLUSA,
FRESNO, GLENN, KINGS, LAKE, LASSEN, MADERA,
MENDOCINO, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE

CONTACT THE LABOR RELATIONS SECTION AT:
(916) 440-2999 FOR INFORMATION CONCERNING
PROJECT WAGE DETERMINATIONS.

- Group 1(a): Air Drill (Small) 1/2-1 1/2; Concrete-Driven Small (1 1/2) and
similar type drills; Water Drillers; Jack Leg Drillers; Diamond
Drillers; Mason Drillers; Mechanical Drillers, all types regardless of
type or brand of power; Multiple Unit Drillers; Drillers and Power Tools;
all kind of loading, planting and blasting of all power and construction
of various type regardless of brand used for work loading and planting;
Slog Drillers (including drilling of holes); Tree Tappers; Bit Drillers
- Group 1(b): Stone Chisellers receive an additional \$4.00 per day, \$5.00
per day on normally occur large diameter stone or other materials
- Group 1(c): Scaffolding and Scaffolding in connection with laborers' work
- Group 1(d): Repair Workmen and Road Side (not and cover cost of
country after the temporary work has been placed)
- Group 1(e): Laborers on general construction work on or in ball
field pavilions and shaft
- Group 1(f): Wire Tapping Services in connection with drilling of
shafts - All types
- Group 1(g): Concrete Core; Concrete Pipe; Pipefitters; Casters; Scaffolds;
Plywoodwork; Concrete Layers and Plastic Pipefitters; Pressure Pipe
Tappers; on joint pipe and shipping of same, including repair of
valves; Pressure Machine Operators; Cast-Composite Machine Part Operators
- Group 2: Asphalt Gravelers; Cement Spawners and handling any amount
of systems; Construction and Sloger (including walls); Concrete Surface
Finishers and Chisellers; Concrete Chippers and Grinders; Concrete Laborers
(not of dry); Cement Finishers; Slog Pressure Washers; Asphalters; Grout-
ers; Hydraulic Sloggers (over 100 lbs. pressure); Loading and unloading,
carrying and handling of all pipe and materials for use in reinforcing
concrete construction; Pittsburgh Chippers and similar type tools
Operators; Stone; Sloggers, hand held; Pneumatic Tappers; All
pneumatic, air, gas and electric tools not listed in Group 1 through
1(f); Loading of Pipe (over 12 inches)
- Group 3: All Classes (not of stone, pressure and hold-down installation
not not listed in group classes); Clearing and making trenches; Con-
struction Laborers (including bridge and general laborers); Scaffolds;
Lead Workers; Fire Workers; Project Classes; Scaffolds; Structural
and Lumbering Laborers; Services; Lumbering; Stone Laborers; Pilers; Slog-
gers; Lumbering Laborers on any construction; Scaffolding; Scaffolds;
Workmen and Road Side; Structural and Scaffolding Construction Work
Laborers; Temporary air and other items; Vertical or similar; Pile
Drive Mechanisms; Pump Operators; Structural Workers; Structural Workers
Direct and Indirect
- Group 4: Slog Classes, Lumber Classes, and Lumbering Miscellaneous
Work on Scaffolds, Structural, Scaffolding, Scaffolding, Scaffolding,
Scaffolding

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

CAB3-5112 (TO BE USED FOR BOTH COMMERCIAL AND RESIDENTIAL)

SUPERSEDES DECISION NUMBER: CAB2-5112 AND CAB2-5120

COUNTIES COVERED BY SACRAMENTO SERVICE OFFICE:

AMADOR, CALAVERAS, EL DORADO, NEVADA, PLACER,
SACRAMENTO, SAN JOAQUIN, SUTTER, TOULUMNE, YOLO
AND YUBA

EFFECTIVE DATE:

JULY 1, 1983

JULY 16, 1982 AND AUGUST 27, 1982

FEDERAL REGISTER PUBLICATION:

CAB3-5112 - VOL. 48, NO. 128

PAGES 30557 THROUGH 30571

JULY 1, 1983

NOTE: ANY PROJECT THAT IS TO BE CONSTRUCTED IN ANY
OF THE FOLLOWING COUNTIES WILL REQUIRE A PROJECT
WAGE DETERMINATION: ALPINE, BUTTE, COLUSA,
FRESNO, GLENN, KINGS, LAKE, LASSEN, MADERA,
MENDOCINO, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE

XX
CONTACT THE LABOR RELATIONS SECTION AT:
(916) 440-2999 FOR INFORMATION CONCERNING
PROJECT WAGE DETERMINATIONS.
XX

LABORERS (Cont'd)

CONCRETE

- Group 1: Workmen (including Gunmen, Rebarmen, Reinforcers, Groundmen)
- Group 2: Reinforcers
- Group 3: General Laborers

TUNNEL and SHAFT WORK

- Group 1: Diamond Drillers; Groundmen; Gunite and Shotcrete Workmen; Gunmen; Shaft Work and Hoist (below surface or excavated ground level)
- Group 2: Bit Grinders; Blasters; Drillers; Powdermen-Headings; Cherry Pickers - where set is lifted; Concrete Finisher in Tunnel; Concrete Spread Men; Shot Gunmen and Putmen; Gunite and Shotcrete Gunmen and Putmen; Reinforcers; Sign Pressure Workmen; Blasts - Tunnel, including Top and Bottom men on Shaft and Hoist Work; Ripper Workmen on shaft lines; Handblaster-Putmen (with assignment interchangeable); Shot; Pour Men and Shotmen; Powdermen; Blastermen - work on steel or substitute materials therefore; Tapper
- Group 3: Cablemen; Checkers; Powdermen - Primer; Hoist; Ventilators; Equipment Operators
- Group 4: Bull Gang - Burers, Fracture; Concrete Crew - includes raking and spreading; Gunmen (any method); Shot Crew - including; Shotmen

ERECTING WORK

- Group 1: Skilled Worker (erecting and salvaging of steel, windows, doors, plumbing and electric fixtures)
- Group 2: Semi-skilled Worker (salvaging of other building materials)
- Group 3: General Laborer (includes all cleanup work, loading lumber, loading and burning of debris)

DEMOLITION

- Group 1: Skilled Demolition

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

EFFECTIVE DATE:

CAS3-5112 (TO BE USED FOR BOTH COMMERCIAL AND RESIDENTIAL)

JULY 1, 1983

SUPERSEDES DECISION NUMBER: CAS1-5112 AND CAS2-5120

JULY 16, 1982 AND AUGUST 27, 1982

COUNTIES COVERED BY SACRAMENTO SERVICE OFFICE:

FEDERAL REGISTER PUBLICATION:

AMADOR, CALAVERAS, EL DORADO, NEVADA, PLACER,
SACRAMENTO, SAN JOAQUIN, SUTTER, TOLUMNE, YOLO
AND YUBA

CAS3-5112 - VOL. 48, NO. 128

PAGES 30557 THROUGH 30571

NOTE: ANY PROJECT THAT IS TO BE CONSTRUCTED IN ANY
OF THE FOLLOWING COUNTIES WILL REQUIRE A PROJECT
WAGE DETERMINATION: ALPINE, BUTTE, COLUSA,
FRESNO, GLENN, KINGS, LAKE, LASSEN, MADERA,
MENDOCINO, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE

JULY 1, 1983

CONTACT THE LABOR RELATIONS SECTION AT:
(916) 440-2989 FOR INFORMATION CONCERNING
PROJECT WAGE DETERMINATIONS.

DECISION NO. CAS3-5112 Page 7		1982	1983	1984	1985
WATER SUPPLY OPERATIONS:		1982	1983	1984	1985
Group 1		\$14.89	\$16.00		
Group 2		14.25	16.38		
Group 3		14.55	16.68		
Group 4		15.42	17.42		
Group 5		15.83	17.92		
Group 6		16.13	18.12		
Group 7		16.28	18.28		
Group 8		16.37	18.37		
Group 9		17.28	19.29		
Group 10-a		17.60	19.60		
Group 11		18.77	20.77		
Group 11-a		18.43	20.43		
Group 11-b		18.48	21.48		
Group 11-c		19.04	22.04		
Group 11-d		19.04	22.04		
PLUMBING SERVICES					
14.75					
WATER - SCHEDULE I					
Climatic and Above Ground Water Distribution:					
Group 1		14.11	15.27	16.79	18.11
Group 2		13.41	14.57	16.09	17.41
Group 3		13.81	14.97	16.49	17.81
Group 4		14.00	15.13	16.69	18.01
Group 4-a		14.00	15.13	16.69	18.01
WATER - SCHEDULE II					
Hydraulic Division Plumbing and All Other Trades:					
Group 4-1		14.00	15.13	16.69	18.01
Group 4-2		14.00	15.13	16.69	18.01
Group 4-3		14.00	15.13	16.69	18.01
Group 4-4		14.00	15.13	16.69	18.01
PLUMBING SERVICES					
14.11					

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

EFFECTIVE DATE:

CAB3-5112 (TO BE USED FOR BOTH COMMERCIAL AND RESIDENTIAL)

JULY 1, 1983

SUPERSEDES DECISION NUMBER: CAB2-5112 AND CAB2-5120

JULY 16, 1982 AND AUGUST 27, 1982

COUNTIES COVERED BY SACRAMENTO SERVICE OFFICE:

FEDERAL REGISTER PUBLICATION:

AMADOR, CALAVERAS, EL DORADO, NEVADA, PLACER,
SACRAMENTO, SAN JOAQUIN, SUTTER, TOULUMNE, YOLO
AND YUBA

CAB3-5112 - VOL. 48, NO. 128

PAGES 30557 THROUGH 30571

NOTE: ANY PROJECT THAT IS TO BE CONSTRUCTED IN ANY
OF THE FOLLOWING COUNTIES WILL REQUIRE A PROJECT
WAGE DETERMINATION: ALPINE, BUTTE, COLUSA,
FRESNO, GLENN, KINGS, LAKE, LASSEN, MADERA,
MENDOCINO, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE

JULY 1, 1983

XX
CONTACT THE LABOR RELATIONS SECTION AT:
(916) 440-2999 FOR INFORMATION CONCERNING
PROJECT WAGE DETERMINATIONS.
XX

DECISION NO. CAB2-5112	Hourly Rate	Seniority
POPE EQUIPMENT OPERATORS,		
CATERPILLAR (Comp's)		
FOR MULTI:		
Work on self-propelled		
mobile except skids		
powered by diesel		
motor engaged in towing		
rocks and other heavy		
loads or in the trans-		
portation by water or		
personnel, materials,		
equipment and supplies:		
Derrickhand/Mechanics	\$10.00	3.37
Operator/Mechanics/	12.17	3.04
Skid Operator	12.17	3.04
Work on self-propelled		
vehicles:		
Skid Operators	12.17	3.04
PILING/DRIVING:		
Group 1	14.12	0.75
Group 1A	14.81	0.75
Group 1B	14.96	0.75
Group 2A	15.00	0.75
Group 2B	15.55	0.75
Group 2C	15.98	0.75
Group 2D	16.20	0.75
Group 3	16.41	0.75
Group 3A	17.00	0.75
Group 4	17.82	0.75
Group 5	18.28	0.75
Group 6	19.31	0.75
SPYER, ERECTOR:		
Group 1	14.99	0.75
Group 2	15.12	0.75
Group 3	16.02	0.75
Group 4	17.00	0.75
Group 5	17.40	0.75
Group 6	18.10	0.75
Group 7	18.75	0.75
Group 8	19.23	0.75
Group 9	19.45	0.75
Group 10	21.10	0.75

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER: EFFECTIVE DATE:
CAS3-5112 (TO BE USED FOR BOTH COMMERCIAL AND RESIDENTIAL) JULY 1, 1983
SUPERSEDES DECISION NUMBER: CAS2-5112 AND CAS2-5120 JULY 16, 1982 AND AUGUST 27, 1982
COUNTIES COVERED BY SACRAMENTO SERVICE OFFICE: FEDERAL REGISTER PUBLICATION:
AMADOR, CALAVERAS, EL DORADO, NEVADA, PLACER, SACRAMENTO, SAN JOAQUIN, SUTTER, TULUMNE, YOLO AND YUBA CAS3-5112 - VOL. 48, NO. 125
PAGES 30557 THROUGH 30571

NOTE: ANY PROJECT THAT IS TO BE CONSTRUCTED IN ANY OF THE FOLLOWING COUNTIES WILL REQUIRE A PROJECT WAGE DETERMINATION: ALPINE, BUTTE, COLUSA, FRESNO, GLENN, KINGS, LAKE, LASSEN, MADERA, MENDOCINO, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, STANISLAUS, YEMAMA, TRINITY, TULARE

CONTACT THE LABOR RELATIONS SECTION AT: (916) 440-1999 FOR INFORMATION CONCERNING PROJECT WAGE DETERMINATIONS.

TRADE IDENTIFICATION (Continued)

- Group 1: Construction Operatives: Concrete Work (all of and including)
Group 2: One Operator (Operator): Helicopter Pilotage (Helicopter)
Group 3: Concrete Carpenter (Operator): Structural Carpenter (Building)
Group 4: Railroad Joint Worker: Railroad Equipment: Railroad Tension
Group 5: Construction Operatives (Group 2): Concrete Work (over 1 yd.)
Group 6: All Line Road Work of Similar Work (Work of Soil Person)
Group 7: Concrete Carpenter or Carpenter (Group 2): Concrete Work (over 1 yd.)

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER: CAS3-5112 (TO BE USED FOR BOTH COMMERCIAL AND RESIDENTIAL)
EFFECTIVE DATE: JULY 1, 1983

SUPERSEDES DECISION NUMBER: CAS2-3112 AND CAS2-5120
EFFECTIVE DATE: JULY 16, 1982 AND AUGUST 27, 1982

COUNTIES COVERED BY SACRAMENTO SERVICE OFFICE: AMADOR, CALAVERAS, EL DORADO, NEVADA, PLACER, SACRAMENTO, SAN JOAQUIN, SUTTER, TOULUMINE, YOLO AND YUBA
FEDERAL REGISTER PUBLICATION: CAS3-5112 - VOL. 48, NO. 125
PAGES: 30557 THROUGH 30571

NOTE: ANY PROJECT THAT IS TO BE CONSTRUCTED IN ANY OF THE FOLLOWING COUNTIES WILL REQUIRE A PROJECT WAGE DETERMINATION: ALPINE, BUTTE, COLUSA, FRESNO, GLENN, KINGS, LAKE, LASSEN, MADERA, MENDOCINO, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE

CONTACT THE LABOR RELATIONS SECTION AT:
(916) 440-2999 FOR INFORMATION CONCERNING
PROJECT WAGE DETERMINATIONS.

GROUP 11 - MACHINERY OPERATORS (Class "A")
20000 1 and 11 (Class "A")

Group 11: Automatic Controls dig-force Power (Gradometer, Ground-
mon; Automatic Milling Gas Shaper; Conal Trimmer with digging
attachments; Curb lift; Compall or similar; Cantation Flips The
back loader (Crane attached, single controls); Crane (over 15 tons
up to and including 125 tons); Grout Tremie 150-200 cu. yd. or smaller
(55 ton or over); Lullie Loader with generator (see the Bulletin);
Digging Cables (over 5 tons); Loader (over 5 cu. yd., up to and
including 15 cu. yd.); Miller Machine M-900 Blaw-Flyer or similar
(Road Broom (over 100 ft. wide); Multiple Wheel Drives (over 1000 lbs. on
Pawl); Road Broom Operator (multi-machine); Power Shovel, Class 1111,
Excavator, Backhoe, Grapple (over 1 cu. yd. and up to and including
7 cu. yd. S.S.C.); Long Arm Pully; Rubber-tired Self-propelled Machine
multiple machine (over 1000 lbs. and two or more drivers) up to and
including 75 cu. yd. Street S.S.C.; Self-propelled Compactor Roller-
type lifting device (water wheel) (over 15 tons S.S.C.); Single
engine Rubber-tired Self-propelled Machine (with Trench digger); Slip
Pawl Power (over 1000 lbs. or smaller) (Broomman (over 1000 lbs.); Trench Cuts,
Trench Comp. Shovel (including roll shovel); Trencher (with
attached shield); Trench Crane, Universal Loader and similar type
150 lbs. capacity, dismantling and setting of equipment; Wheel Loader
(over 15 tons) (including 75 cu. yd. per hour); Wheel Crane
(over 15 tons) Multi-rotary Drilling (up to and including 75)
cu. yd. "excav" S.S.C.; Truss mounted Hydraulic Crane with remote
control equipment (over 15 tons up to and including 25 tons)

Group 11-A: Road Broom (in conjunction with class 11-10000); Crane
(over 125 tons); Loader (over 15 cu. yd., up to and including 15 cu.
yd.); Power Shovel, Class 1111, Backhoe, Grapple, and Digging
(over 5 cu. yd. S.S.C.); Rubber-tired Multi-rotary Self-propelled
Machine (2 units over 75 cu. yd. "excav" S.S.C.); Wheel Driveline
(over 75 cu. yd. per hour)

Group 11-B: Loader (over 15 tons)

Group 11-C: Operator of Ballistics (over 1000 lbs. or smaller wheel)
Remote controlled Self-propelled equipment

GROUP 1: ...
 GROUP 2: ...
 GROUP 3: ...
 GROUP 4: ...
 GROUP 5: ...
 GROUP 6: ...
 GROUP 7: ...
 GROUP 8: ...
 GROUP 9: ...
 GROUP 10: ...
 GROUP 11: ...
 GROUP 12: ...
 GROUP 13: ...
 GROUP 14: ...
 GROUP 15: ...
 GROUP 16: ...
 GROUP 17: ...
 GROUP 18: ...
 GROUP 19: ...
 GROUP 20: ...
 GROUP 21: ...
 GROUP 22: ...
 GROUP 23: ...
 GROUP 24: ...
 GROUP 25: ...
 GROUP 26: ...
 GROUP 27: ...
 GROUP 28: ...
 GROUP 29: ...
 GROUP 30: ...
 GROUP 31: ...
 GROUP 32: ...
 GROUP 33: ...
 GROUP 34: ...
 GROUP 35: ...
 GROUP 36: ...
 GROUP 37: ...
 GROUP 38: ...
 GROUP 39: ...
 GROUP 40: ...
 GROUP 41: ...
 GROUP 42: ...
 GROUP 43: ...
 GROUP 44: ...
 GROUP 45: ...
 GROUP 46: ...
 GROUP 47: ...
 GROUP 48: ...
 GROUP 49: ...
 GROUP 50: ...

PROJECT WAGE DETERMINATIONS.
 (916) 440-2999 FOR INFORMATION CONCERNING
 CONTACT THE LABOR RELATIONS SECTION AT:
 SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE
 KENDOCKING, MODOC, PLUMAS, SHASTA, SIERRA,
 FRESNO, KINGS, LAKE, LASSEN, MADERA,
 WAGE DETERMINATION: ALPINE, BUTTE, COLUSA,
 OF THE FOLLOWING COUNTIES WILL REQUIRE A PROJECT
 NOTE: ANY PROJECT THAT IS TO BE CONSTRUCTED IN ANY
 JULY 1, 1983

AVADOR, CALAVERAS, EL DORADO, PLACER,
 SACRAMENTO, SAN JOAQUIN, SUTTER, TOLUENE, YUBA
 AND YUBA

PAGES 10557 THROUGH 10571

CAB-5112 - VOL. 68, NO. 128
 FEDERAL REGISTER PUBLICATIONS
 JULY 16, 1982 AND AUGUST 27, 1982

CAB-5112 (TO BE USED FOR BOTH COMMERCIAL AND RESIDENTIAL) JULY 1, 1983

SUPERSEDES DECISION NUMBERS: CAB-5112 AND CAB-5120

EFFECTIVE DATE: JULY 1, 1983

SUPERSEDING WAGE DECISION NUMBERS:

SCHEDULE OF WAGES

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

EFFECTIVE DATE:

CAB3-5112 (TO BE USED FOR BOTH COMMERCIAL AND RESIDENTIAL)

JULY 1, 1983

SUPERSEDES DECISION NUMBER: CAB2-5112 AND CAB2-5120

JULY 16, 1982 AND AUGUST 27, 1982

COUNTIES COVERED BY SACRAMENTO SERVICE OFFICE:

FEDERAL REGISTER PUBLICATION:

AMADOR, CALAVERAS, EL DORADO, NEVADA, PLACER,
SACRAMENTO, SAN JOAQUIN, SUTTER, TOLUMLNE, YOLO
AND YUBA

CAB3-5112 - VOL. 48, NO. 128

PAGES 30557 THROUGH 30571

NOTE: ANY PROJECT THAT IS TO BE CONSTRUCTED IN ANY
OF THE FOLLOWING COUNTIES WILL REQUIRE A PROJECT
WAGE DETERMINATION: ALPINE, BUTTE, COLUSA,
FRESNO, GLENN, KINGS, LAKE, LASSEN, MADERA,
MENDOCINO, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE

JULY 1, 1983

CONTACT THE LABOR RELATIONS SECTION AT:
(916) 440-2999 FOR INFORMATION CONCERNING
PROJECT WAGE DETERMINATIONS.

PAGE 26 OF 28

Page #	Rate	Group
TRUCK DRIVERS:		
Group 1	181.29	5.39
Group 2	14.31	5.39
Group 3	14.30	5.39
Group 4	14.21	5.39
Group 5	14.22	5.39
Group 6	14.23	5.39
Group 7	14.23	5.39
Group 8	14.27	5.39
Group 9	14.28	5.39
Group 10	14.40	5.39
Group 11	14.41	5.39
Group 12	14.43	5.39
Group 13	14.46	5.39
Group 14	14.47	5.39
Group 15	14.50	5.39
Group 16	14.61	5.39
Group 17	14.62	5.39
Group 18	14.64	5.39
Group 19	14.65	5.39
Group 20	14.66	5.39
Group 21	14.66	5.39
Group 22	14.66	5.39
Group 23	14.66	5.39
Group 24	14.74	5.39
Group 25	14.75	5.39
Group 26	14.75	5.39
Group 27	14.78	5.39
Group 28	14.80	5.39
Group 29	14.84	5.39
Group 30	14.85	5.39
Group 31	14.88	5.39
Group 32	14.84	5.39
Group 33	14.87	5.39
Group 34	15.00	5.39
Group 35	15.19	5.39
Group 36	15.24	5.39
Group 37	15.29	5.39
Group 38	15.34	5.39

TRUCK DRIVERS

- Group 1: Bulk Cement Spreader (4/ton bags, 4 yds. and under 4 yds. water level); Bulk Cement Spreader (4/ton bags, 4 yds. and under 4 yds. water level); Concrete Pump Machine; Concrete Pump Truck (when Flat Back Truck is used appropriate Flat Back rate shall apply); Pump (under 4 yds. water level); Concrete Truck (under 4 yds. water level); Hammer (under 4 yds. water level); Hammer or Pile Cap Driver; Single Truck (when Flat Back Truck is used appropriate Flat Back rate shall apply); Pilecap, Slide (Metric ton, under 4 yds. water level); Steam Drivener Tractor (Dry Pre-Mix Concrete Mix, under 4 yds. water level); Miscellaneous
- Group 2: Tractor, Oiler and/or Greaser and/or Service Man
- Group 3: Bulk Cement Spreader (4/ton bags, 4 yds. and under 4 yds. water level); Pump (4 yds. and under 4 yds. water level); Concrete Pump (4 yds. and under 4 yds. water level); Slide (Metric ton, 4 yds. and under 4 yds. water level); Single Unit Flat Back [2 axle unit]; Industrial Lift Truck (Mechanical Pallet); Tractor (Dry Pre-Mix Concrete Mix, 4 yds. and under 4 yds. water level)
- Group 4: Hydraulic Truck and Water Truck (under 3,000 gallons)
- Group 5: Hand Oil Trucks or Hand Mix
- Group 6: Lift Trucks, Fork Lift

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

CAS3-3112 (TO BE USED FOR BOTH COMMERCIAL AND RESIDENTIAL)

EFFECTIVE DATE:

JULY 1, 1983

SUPERSEDES DECISION NUMBER: CAS2-3112 AND CAS2-3120

JULY 16, 1982 AND AUGUST 27, 1982

COUNTIES COVERED BY SACRAMENTO SERVICE OFFICE:

AMADOR, CALAVERAS, EL DORADO, NEVADA, PLACER,
SACRAMENTO, SAN JOAQUIN, SUTTER, TOLUENE, YOLO
AND YUBA

FEDERAL REGISTER PUBLICATION:

CAS3-3112 - VOL. 48, NO. 128

PAGES 30557 THROUGH 30571

NOTE: ANY PROJECT THAT IS TO BE CONSTRUCTED IN ANY
OF THE FOLLOWING COUNTIES WILL REQUIRE A PROJECT
WAGE DETERMINATION: ALPINE, BUTTE, COLUSA,
FRESNO, GLENN, KINGS, LAKE, LASSEN, MADERA,
MENDOCINO, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE

JULY 1, 1983

CONTACT THE LABOR RELATIONS SECTION AT:
(916) 440-2999 FOR INFORMATION CONCERNING
PROJECT WAGE DETERMINATIONS.

TRACT SERVICES (Cont'd)

- Group 7: Tractor MA, agitator (under 4 yds.)
- Group 8: Fuel and/or Diesel Tractor Driver or Operator
- Group 9: Tractor Tractor, under 1,500 gallons
- Group 10: Backhoe Tractor, single and flat back (7 axle units; industrial lift front (mechanical telescopic) single boom steel loader (when used within Tractor's jurisdiction)
- Group 11: Jetting Tractor and Water Tractor, 1,500 gallons and under 4,000 gallons
- Group 12: Combination Blank Tractor with Backhoe Tractor MA agitator 10 yds. and under 4 yds.
- Group 13: Tractor Tractor, 1,500 gallons and under 1,500 gallons
- Group 14: Motorized Snow Car (not self-limited)
- Group 15: Self-Propelled Sprayer (with hose, 4 yds. and under 4 yds., water level); Pump (4 yds. and under 4 yds., water level); Sprayer (4 yds. and under 4 yds., water level); Blade (Backhoe, 4 yds. and under 4 yds., water level); Tractor (Dry Pre-mixed Concrete MA, 4 yds. and under 4 yds., water level)
- Group 16: 4 Wheel, Blank Tractor, Supercharger Jetting and Water Tractor (4,000 gallons and under 1,000 gallons); Supercharger
- Group 17: Snow Blower Tractor (high back)
- Group 18: Snow Blower 7 and smaller Straddle Carrier
- Group 19: Tractor MA agitator (4 yds., through 10 yds.)
- Group 20: Tractor Tractor (1,500 gallons and 7,500 gallons)
- Group 21: Jetting Tractor and Water Tractor (1,500 gallons and under 7,500 gallons)
- Group 22: Combination System and Road Blower
- Group 23: Tractor MA agitator (over 10 yds., through 17 yds.)
- Group 24: Self-Propelled Sprayer (with hose, 4 yds. and including 12 yds., water level); Pump (4 yds. and including 12 yds., water level); Self-Propelled Snow Blower with self-maintaining rollers and blade (Backhoe MA, 4 yds. and including 12 yds., water level); Snow Blower (with hose, 4 yds. and including 12 yds., water level); Tractor (Dry Pre-mixed Concrete MA, 4 yds. and including 12 yds., water level)
- Group 25: Snow Blower Tractor (Maximum Load)
- Group 26: Tractor MA agitator (over 10 yds., through 17 yds.)
- Group 27: Amtrak Station Excavator Driver and Blower, Self-Propelled Sprayer (with hose, over 12 yds. and including 12 yds., water level); Pump (over 12 yds. and including 12 yds., water level); Sprayer (over 12 yds. and including 12 yds., water level); Sprayer (over 12 yds. and including 12 yds., water level); Tractor (Dry Pre-mixed Concrete MA, over 12 yds. and including 12 yds., water level)
- Group 28: Single Tractor (7 or more axles); Snow Blower Tractor (with hose)
- Group 29: P.D. or similar type self-limited Tractor
- Group 30: Tractor MA agitator (over 10 yds., through 17 yds.)
- Group 31: Self-Propelled Sprayer (with hose, over 10 yds. and including 10 yds., water level); Combination Pump and Snow Blower (over 10 yds. and including 10 yds., water level); Sprayer (over 10 yds. and including 10 yds., water level); Sprayer (over 10 yds. and including 10 yds., water level); Self-Propelled MA, over 10 yds. and including 10 yds., water level); Tractor MA agitator (over 10 yds., through 10 yds.); Tractor (Dry Pre-mixed Concrete MA, over 10 yds. and including 10 yds., water level)

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

CAB3-5112 (TO BE USED FOR BOTH COMMERCIAL AND RESIDENTIAL)

SUPERSEDES DECISION NUMBER: CAB2-5112 AND CAB2-5120

COUNTIES COVERED BY SACRAMENTO SERVICE OFFICE:

AMADOR, CALAVERAS, EL DORADO, NEVADA, PLACER, SACRAMENTO, SAN JOAQUIN, SUTTER, TOULUMNE, YOLO AND YUBA

EFFECTIVE DATE:

JULY 1, 1983

JULY 16, 1982 AND AUGUST 27, 1982

FEDERAL REGISTER PUBLICATION:

CAB3-5112 - VOL. 48, NO. 129

PAGES 30557 THROUGH 30571

JULY 1, 1983

NOTE: ANY PROJECT THAT IS TO BE CONSTRUCTED IN ANY OF THE FOLLOWING COUNTIES WILL REQUIRE A PROJECT WAGE DETERMINATION: ALPINE, BUTTE, COLUSA, FRESNO, GLENN, KINGS, LAKE, LASSEN, MADERA, MENDOCINO, NODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE

CONTACT THE LABOR RELATIONS SECTION AT: (916) 440-2999 FOR INFORMATION CONCERNING PROJECT WAGE DETERMINATIONS.

Group 22: Bulk Cement Spreader (w/o Auger, over 24 yds. and including 25 yds. water level); Dump (over 24 yds. and including 25 yds. water level); Compactor (over 24 yds. and including 25 yds. water level); Dumpster (over 24 yds. and including 25 yds. water level); CR 10's, 20's, 21's and other similar Cat type, Terra Cubes, Luffenburghs, Turmacorator, Dwellid and similar type equipment when pulling Pm; and/or Grassy Tarp Trailers or other kind Trailers; Slide (Dobria Box, over 24 yds. and including 25 yds. water level); Trucks (Dry Pre-matched Concrete Mix, over 24 yds. and including 25 yds. water level)

Group 23: Tyre Repairs

Group 24: Bulk Cement Spreader (w/o Auger, over 25 yds. and including 26 yds. water level); Dump (over 25 yds. and including 26 yds. water level); Compactor (over 25 yds. and including 26 yds. water level); Dumpster (over 25 yds. and including 26 yds. water level); Slide (Dobria Box, over 25 yds. and including 26 yds. water level); Trucks (Dry Pre-matched Concrete Mix, over 25 yds. and including 26 yds. water level)

Group 25: CR 10's, 20's, 21's and other similar Cat type, Terra Cubes, Luffenburghs, Turmacorator, Dwellid and similar type equipment when pulling Aqua/Put or Water Tarp Trailers

Group 26: Bulk Cement Spreader (w/o Auger, over 40 yds. and under 45 yds. water level); Dump (over 40 yds. and under 45 yds. water level); Compactor (over 40 yds. and under 45 yds. water level); Dumpster (over 40 yds. and under 45 yds. water level); Heliporter Pilot when transporting men or materials; Slide (Dobria Box, over 40 yds. and under 45 yds. water level); Trucks (Dry Pre-matched Concrete Mix, over 40 yds. and under 45 yds. water level)

Group 27: Bulk Cement Spreader (w/o Auger, over 45 yds. and including 46 yds. water level); Dump (45 yds. and including 46 yds. water level); Compactor (over 45 yds. and including 46 yds. water level); Dumpster (over 45 yds. and including 46 yds. water level); Slide (Dobria Box, 45 yds. and including 46 yds. water level); Trucks (Dry Pre-matched Concrete Mix, 45 yds. and including 46 yds. water level)

Group 28: Bulk Cement Spreader (w/o Auger, over 50 yds. and including 51 yds. water level); Dump (over 50 yds. and including 51 yds. water level); Compactor (over 50 yds. and including 51 yds. water level); Dumpster (over 50 yds. and including 51 yds. water level); Slide (Dobria Box, over 50 yds. and including 51 yds. water level); Trucks (Dry Pre-matched Concrete Mix, over 50 yds. and including 51 yds. water level)

WELDERS - receive rate provided for staff performing operation in which welding is incidental

PAID HOLIDAYS:

A-New Year's Day; B-Commercial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day

FOOTNOTES:

- 1. Employer contributes 6% of basic hourly rate for over 3 years' service, and 6% of basic hourly rate for 4 months' to 3 years' service as Vacation Pay Credit. Six Paid Holidays: A through F
2. Employer contributes 1.11 per hour to Holiday Fund plus 0.22 per hour to Vacation Fund for the first year of employment; 1 year but less than 3 years 0.42 per hour to Vacation Fund; 3 years but less than 10 years 0.60 per hour to Vacation Fund; over 10 years 0.80 per hour to Vacation Fund

SPECIAL PROVISIONS

SPECIAL PROVISIONS
FOR THE
OAK PARK COMMUNITY CENTER BASKETBALL COURT
FLOODLIGHTING SYSTEM

GENERAL

The floodlighting system installation shall conform to the following specifications:

Work done shall be in accordance with the Plans, Standard Specifications (as adopted by the Council of the City of Sacramento by Resolution No. 81-042 dated January 20, 1981 insofar as the same may apply and in accordance with the following Special Provisions.

Included in the work are the furnishing and installation of control equipment conduits, wires, pull boxes, poles, floodlights, lamps and all material necessary for the floodlighting system. All incidental parts which are not shown on the Plans or specified herein and which are necessary to complete the floodlighting system shall be furnished and installed as though such parts were shown on the Plans or specified herein.

In the event of apparent conflict between the Plans, Standard Specifications and these Special Provisions, the requirement as determined by the Engineer which will give the greatest protection or best installation shall govern.

Bidder shall examine carefully the site of the proposed work, Plans, Specifications and Special Provisions before submitting his bid. Attention is directed to Section 2 Paragraph 2-4 of the Standard Specifications.

All equipment shall be complete and in operation to the satisfaction of the Engineer at the time work is accepted.

All equipment, material and supplies called for by the Plans and Specifications shall be new unless otherwise specified.

RULES AND REGULATIONS

All electrical equipment shall conform to the standards of the National Electrical Manufacturers Association. All material and work shall conform where applicable to the requirements of the National Electrical Code; Title 8 of the State of California Administrative Code; the Rules for Overhead Line Construction, General Order No. 95 of the State of California Public Utilities Commission; and City of Sacramento Ordinance governing such types of construction.

EQUIPMENT LIST AND DRAWINGS

Within fifteen (15) days following notification of award of the contract, Contractor shall submit to the Engineer for approval a listing of equipment and materials which he proposes to furnish and install, which shall include all material identified on the Plans or in these Specifications. The list shall be complete as to name of manufacturer, size and catalog number of unit, and shall be supplemented by such other data as may be required, including detailed scale drawings and wiring diagrams. Six (6) copies of all of the above data shall be submitted for checking. Following checking, correcting and approval three (3) complete sets shall be submitted to the Engineer.

SUBSTITUTION

In these specifications, one or more makes of materials or methods have been specified for use in this installation. This has been done to establish the standard of quality, workmanship, finish and design required, but other materials or methods equal in design required, quality, workmanship, finish and guaranteed performance, will be accepted. This implies no right on the part of the Contractor to use materials or methods other than those specified, unless approved as equal in writing, by the Engineer.

The decision of the Engineer shall govern as to what is equal to the item specified, but the burden of proof as to the equality of the proposed material or method shall be upon the Contractor. If the Engineer considers it necessary, tests to determine the quality of the proposed materials shall be made, at the expense of the Contractor by an unbiased laboratory satisfactory to the Engineer.

LIGHTING CONTROL PANEL

The Contractor shall rearrange the existing equipment in the enclosure and install the following items as listed below and as shown on the Plans:

- a. Lighting contactors shall be 2 pole, 30 ampere, 120 volt coil voltage, mechanically held type with coil clearing contacts. Contactors shall be ASCO 920 or approved equal.
- b. Control relays shall be rated 10 ampere, 2 pole, double throw with 120 volt a.c. coil and 8 point industrial sockets, Potter and Brumfield KRP11AG or approved equal.
- c. Photo electric cell relay with two (2) 10 ampere normally open contacts, Potter and Brumfield or approved equal.
- d. Astronomic dial time switch shall be equipped with twenty-four (24) dial ten (10) hour carryover feature, having "ON" tripper to turn on lights at sunset and "OFF" tripper to turn off load between 9:30 p.m. and 2:30 a.m. Intermatic Series V45000-SC-R or equal.
- e. Black, laminated plastic white letters, nameplates attached by cadmium screws shall be installed on the dead front plate to identify all control units.
- f. The wiring diagram on the panel shall be encased in 1/8" or thicker plastic and it shall be installed on the inside of the front door.

FLOODLIGHTING CONTROLS

Floodlighting controls shall be done by the Remote Control Station as detailed on the Plans. The remote control enclosure to be mounted on a 3" galvanized pipe shall be weatherproof NEMA 3R, vandal resistant, fabricated from 10 gauge sheet steel with dimensions and construction details as shown on the Plans. The enclosure shall be hot dipped galvanized after fabrication. In lieu of galvanizing the enclosure may be fabricated from 12 gage type 304 stainless steel.

Equipment to be installed in the enclosure shall be as shown on the Plans and shall conform to the following specifications:

- a. 15 ampere single pole circuit breaker, Westinghouse Quicklag C or approved equal for control power.
- b. Control relay, DPDT, rated 10 ampere, 120 volt d.c. coil, 8 point industrial sockets, Potter and Brumfield.
- c. Pushbutton operator, momentary action, oil and water tight, round flush head, IDEC or approved equal.
- d. Time delay relay (TD), off-delay type (delay on drop out), with linear timing ranges as shown on the Plans. Contact rated at 20 ampere, 120 volt a.c. with 120 volt a.c. rated coil. Agastat timing relays 7000 series or approved equal.
- e. Warning light, 15 watt incandescent A-15, blue, medium base, maximum over-all length 3-1/2", rated average life 2500 hours, GE 15 A/B or approved equal.
- f. Bell, 6" heavy duty, U.L. listed, 120 volt 60 Hz, having sufficient loudness to all players. Loudness to be adjustable.
- g. Operating instructions to be of engraved phenolic material securely fastened to enclosure by rivets as shown on the Plan.
- h. Single pole toggle switch, rated 15 ampere at 120 volt a.c. with screw terminals. Carling switch or approved equal.
- i. Wiring diagram in a 1/8" or thicker plastic case to be mounted on inside of the front door.

The control system when start pushbutton is depressed, shall provide the following features as indicated under operating instructions.

- a. Floodlights shall be on for sixty (60) minutes. (The length of time shall be adjustable within the range of 6 - 60 minutes, TD3.)
- b. At the end of 60 minutes, bell circuit will be on for 3 seconds (adjustable within the range of .5 - 5 seconds, TD2) and blue warning light will be on for 5 minutes (adjustable within the range of .5 - 5 minutes, TD1).
- c. Unless pushbutton is depressed again, the floodlights will be off at the end of 5 minutes warning light on-time.

POLES

Each floodlight pole shall be designed to withstand 108 miles per hour wind while supporting the total load it will be called upon to carry. The load will mainly consist of the floodlight fixtures and the arm or bracket on which the fixtures are mounted. The pole shall consist of the following:

- a. Shaft with anchor base.
- b. Anchor bolts, leveling nuts, hold down nuts, washers and bolt cover.
- c. Floodlight mounting arm and brackets.
- d. Other miscellaneous attachments such as reinforced hand holes and covers.

The entire system shall conform to applicable State of California Codes. Prior to fabrication Contractor shall submit to the Engineer for approval three (3) copies of the shop drawings and calculations signed by a Civil Engineer registered in the State of California certifying that the pole will safely support the load under the conditions set forth in these specifications. The strength of the poles to be supplied shall not be less than the poles detailed on the Plans.

The poles shall be fabricated from cold rolled steel. The wall thickness of the steel poles shall be No. 11 or heavier, U.S. standard gage if steel having a minimum yield strength of 48,000 pounds per square inch is used for fabrication. If the poles are fabricated from steel having a minimum yield strength of 33,000 pounds per square inch, the wall thickness of the standards shall be No. 10 gage minimum.

All materials and hardware shall be hot dipped galvanized after fabrication.

FOUNDATIONS

Shall be as specified under Section 34-8 of the Standard Specifications and in accordance with the details shown on the Plans.

FLOODLIGHTS

The floodlight fixtures shall use 400 watt high pressure sodium lamps and shall consist of the following:

- a. Housing - The housing shall be of heavy duty cast aluminum with integral ballast housing designed for maximum thermal radiation and conductivity. The housing shall be designed so that it will permit easy serviceability of the ballast, lamp, reflector and other components of the fixture.

The lens shall be of best quality glass lens not less than 7/32" thick. It shall be tempered to resist both thermal and physical shock. All hardware and all screws shall be fabricated from 300 series stainless steel.

Weatherproof sealing shall be accomplished with compression type, high temperature, ozone resistant, non-absorbent silicone rubber gasket at all critical points keeping interior dust and dirt free.

The external surfaces of the floodlight fixture shall be finished with either epoxy aluminum paint or baked alkyd, high gloss, high temperature, self-cleaning gray tone enamel.

- b. Reflector - Reflector shall be fabricated from the finest high purity aluminum. It shall be produced on precision tools and by a production process which will provide the reflector with a diamond like mirror finish so it will achieve the high degree of reflectivity required. The reflector shall be rigidly secured to the floodlight body maintaining factory set position relative to the light source.
- c. Visors - Sheet aluminum top and side visors shall be provided for each floodlight luminaire. They shall be of sufficient size to prevent glare to the players.
- d. Ballasts and Lamps - The ballast to be furnished with each floodlight fixture shall be a high power factor, magnetic regulator or auto regulator type capable of operating 400 watt high pressure sodium lamp for 208 volt operation. There shall be an electrical isolation between the primary and secondary copper windings of the ballast if magnetic regulator type is used.

Prior to City acceptance of a fixture for installation, Contractor shall submit to the Engineer for approval information on the fixture and its ballast as per Section 34-3 of the Standard Specifications. Information on the ballast shall include but not be limited to the following:

Regulation - Furnish ballast electrical data and lamp operating volt-watt graph for nominal, + 10% and - 10% of rated line voltage for the rated life of the lamp to verify ballast performance and compliance with lamp specifications.

For nominal and through rated lamp life, the lamp wattage spread shall not exceed 18% for + 10% line voltage variation.

Power Factor - Furnish test data to indicate that the power factor of the lamp-ballast system shall not drop below 90% throughout lamp life, for nominal to end of rated lamp life, for + 10% line voltage variation.

Capacitor Variance - Ballast design shall be such that the normal manufacturing tolerance for capacitors of + 6% will not cause more than + 8% variation in regulation throughout rated lamp life for + 10% line voltage variation.

Lamp Failure - The ballast, including the lamp starting circuitry function shall be capable of protecting itself against normal lamp failure modes. The ballast shall be capable of operation with an open or short circuit condition for extended periods of up to six (6) months without significant loss of ballast life based on average design life of 100,000 hours.

With each floodlight fixture a 400 watt high pressure sodium lamp shall be furnished and installed. Lamps shall be Sylvania Lumalux LU400, General Electric Lucalox LU400 or approved equal with initial lumen of 50,000 and an average rated life of 24,000 hours.

- e. Mounting - Each floodlight shall be furnished with a galvanized knuckle type slipfitter or a galvanized steel trunnion and a two inch (2") slipfitter accessory for mounting the floodlight on a two inch (2") Schedule 40 pipe tenon.

Type SO cord containing three (3) #12 AWG stranded copper wires of sufficient length to provide adequate drip loop shall be furnished with each floodlight fixture if trunnion type fixtures are used.

- f. Approved Manufacturers - Floodlight fixtures shall be General Electric Powerflood P-400C, Hubbell MRK or approved equal.

- g. Aiming - Prior to installation of the floodlight fixtures Contractor shall submit to the Engineer for approval five (5) copies of the floodlight aiming diagrams as recommended by the floodlight manufacturer. The aiming diagrams shall include the light pattern of each floodlight which the floodlight manufacturer recommends for optimum light distribution. In preparing the proposed layout, the location of the poles and the mounting height of the fixtures as shown on the Plans shall be taken into consideration.

Included with the aiming diagrams and made as part of the aiming diagrams shall be copies of computer printouts providing the following information:

1. Type of luminaire.
2. Number of luminaires.
3. Location of luminaires.
4. Horizontal and vertical beam spread of luminaires.
4. Type and size of lamps.
6. Initial foot candle illumination level taken at grid points 36" above court surface.
7. Horizontal and vertical grid spacings shall not be greater than 5'.

No floodlight fixture will be accepted for installation until the aiming diagram and computer readout is submitted and approved by the Engineer.

After aiming of all fixtures and prior to the acceptance of the work, Contractor shall make final aiming adjustments for maximum lighting level and minimum glare of the court as directed by the Engineer and/or the representative of the floodlight manufacturer.

CONDUITS

Unless otherwise specified, conduits shall be UL listed rigid PVC plastic conduit, Carlon Type 40 PV-Duct Plus or approved equal. Conduit shall be installed in accordance with Section 34-10 of the Standard Specifications except conduit shall be laid to a depth of twenty-four inches (24") minimum below the existing grade.

CONDUCTORS, WIRING AND PULL BOXES

Shall be in accordance with Sections 34-11, 34-12 and 34-14, respectively, of the Standard Specifications except copper conductors with Type THW insulation conforming to Article 310 of the 1978 National Electrical Code is also approved.

BONDING AND GROUNDING

Bonding and Grounding shall be in accordance with Section 34-13 of the Standard Specifications and in accordance with the details on the Plans.

FIELD TEST AND INSPECTION

Shall be in accordance with Sections 34-16 and 34-17, respectively, of the Standard Specifications.

EXISTING IRRIGATION LINES

Irrigation mains and 24 volt wiring is existing at a depth of twenty-four inches (24"); laterals are existing at a depth of eighteen inches (18"). Any lines or wire cut shall be repaired at the Contractor's expense in accordance with Section 36 of the Standard Specifications. Contact Building Maintenance at 449-5445 for location prior to trenching.

PAYMENT

The contract lump sum price paid for the basketball court floodlighting system at Oak Park Community Center shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, as shown on the Plans, and as specified in these Specifications and as directed by the Engineer.

12/6/83 #6



CITY OF SACRAMENTO

RECEIVED
CITY CLERK'S OFFICE
CITY OF SACRAMENTO

DEC 12 4 31 PM '83

DEPARTMENT OF PUBLIC WORKS

915 I STREET SACRAMENTO, CALIFORNIA 95814
CITY HALL ROOM 207 TELEPHONE (916) 449-5281

J.F. VAROZZA
Director
M.H. JOHNSON
Asst. Director

December 12, 1983

Gentlemen:

Enclosed is Addendum No. 1 for OAK PARK COMMUNITY CENTER BASKETBALL COURT FLOODLIGHTING SYSTEM.

Please attach this addendum to your bid documents and acknowledge acceptance by noting on the Proposal Form.

Very truly yours,

J. F. Varozza
Director of Public Works

JFV:jf

enclosure

ADDENDUM NO. 1

December 12, 1983

OAK PARK COMMUNITY CENTER BASKETBALL COURT
FLOODLIGHTING CENTER

C. C. 2294

This addendum is applicable to the work designated herein and shall be part of and be included in the contract and the Contractor shall acknowledge his acceptance of this addendum by writing its number designation on the Proposal Form.

NOTE:

The dimension of pole, 8" x 3.8" x 30" Galv. which is shown under "Pole Mounting Bracket Detail" in Plan Sheet 1/1 should read 8" x 3.8" x 30'.