



IFB DOCUMENT

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INTRODUCTION

In keeping with its mandate to provide efficient and effective services, DeANZA Housing Corporation is now soliciting an Invitation for Bid (IFB) from qualified, licensed, and insured entities to provide services to DeANZA Housing Corporation as listed below. All bids submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

To provide HVAC replacement services to the De Anza Gardens property in eighteen (18) dwelling units as listed in the Scope of Work below.





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IFB INFORMATION AT A GLANCE

[Table No. 2]

Accessing the IFB Solicitation
All solicitations are posted on our website at https://deanzahousing.org/rfp/
Responding to the IFB Solicitation - Questions
After the Bidwalk has concluded, questions pertaining to our solicitation shall be addressed via email.
Responding to the IFB Solicitation - Entry of Proposed Fees/Costs
All bid prices for this project will be submitted in a SEALED BID format and delivered to: DeANZA Housing Corporation 3133 Estudillo Street, Martinez CA 94553 Attention: Julian Ignacio IFB - 24323-321 De Anza Gardens HVAC Replacement Project
DeANZA Housing Corporation Contact Person for Procurement & Solicitations
The DeANZA Housing Corporation contracting officer for this IFB is: Julian Ignacio, Purchasing Agent Email: jjignacio@contracostahousing.org
DeANZA Housing Corporation Contact for Project Information
Robert Moore, Director of Development Email: rmoore@contracostahousing.org
Bidwalk – Tour of De Anza Gardens Property
Wednesday, January 22nd, at 10:00AM De Anza Gardens Property 205 Pueblo Ave Buildings Baypoint, CA 94565
Bid Submittal Due Date & Time
Pricing Documents must be received no later than 2:00 P.M. (Pacific Time) on Wednesday, January 29th, 2025. Bids received after the date and timeline will not be considered.





INVITATION FOR BIDS (IFB) NO. IFB - 24323-321 De Anza Gardens HVAC Replacement Project

- 1.0 DEANZA HOUSING CORPORATION'S RESERVATION OF RIGHTS:** The Agency reserves the right to:
- 1.1 **Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by DeANZA Housing Corporation to be in its best interests.
 - 1.2 **Right to Not Award.** Not to award a contract pursuant to this IFB.
 - 1.3 **Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).
 - 1.4 **Right to Determine Time and Location.** Determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.
 - 1.5 **Right to Retain Bids.** Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of DeANZA Housing Corporation Contracting Officer (CO)/Purchasing Agent (PA).
 - 1.6 **Right to Negotiate.** Negotiate the fees proposed by the bidder entity.
 - 1.7 **Right to Reject any Bid.** Reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
 - 1.8 **No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
 - 1.9 **Right to Prohibit.** At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing our internet e-Procurement System and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within our internet e-Procurement System, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by DeANZA Housing Corporation that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve DeANZA Housing Corporation, but not the prospective bidder, of any responsibility pertaining to such issue.
 - 1.10 **Right to Reject - Obtaining Competitive Solicitation Documents.** The e-Procurement Marketplace is the only official and appropriate venue to obtain the IFB documents (and any other information pertaining to this IFB such as addenda). Accordingly, by submitting a response to this IFB the respondent thereby affirms that he/she obtained all information on the e-Procurement Marketplace. Any other group such as an association or a bid depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the e-Procurement Marketplace to obtain the documents. DeANZA Housing Corporation will reject, without consideration, any response submitted from a firm that has not obtained the documents from the e-Procurement Marketplace.





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2.0 SCOPE OF WORK & UNIT ADDRESSES :

This scope of services describes the required services to be provided by the Contractor during the term of the Contract. The Contractor shall supply all labor, materials, tools, equipment, and including the disposal of removed components, and used material to perform and deliver the services required under this contract. DeAnza is seeking a qualified HVAC contractor to facilitate the removal and replacement of the existing hydronic system in 42 apartment units, with a heat – pump system, as specified below. Please see below for unit types and addresses.

Warranty: One-year parts and labor in full. Five years on compressor by manufacturer.
The selected Proposer will be responsible for the following:

Document proposed heating and cooling equipment. Sufficient field information shall be gathered to facilitate this specification of replacement equipment. Contractor shall perform removal and installation services in accordance with all applicable federal, state, and local laws, rules, regulations, ordinances, codes, manufacturer’s instructions, warranty requirements and specifications.

- R22 Refrigerant Recovery and disposal
- Plumbing required prior to the shutdown and proper hot water isolation at the water heater and hot water pipe isolation from the indoor air handler.
- Removal of the existing equipment and the ducting connections
- Refrigeration isolation and R11 flush 1 lb. kit per system
- Refrigeration piping connections with a Nitrogen cleanse
- Indoor Fan Coil Electrical upgrades to accommodate a 2-pole 20-amp requirement disconnect, fuses and whip
- Outdoor condenser new electrical disconnect, fuses and whip
- Sheet metal plenums transitions for the supply and return air ducting
- Condensate drain line Primary and secondary condensate drain assembly
- Ceiling cassette will require an internal condensate pump and drainage
- Ducting and plenum additional materials
- Control wiring for a heat pump application
- Honeywell T4 or owner-approved equal setback thermostat and controls
- Complete system check, test and starting of equipment

One Bedroom Apartment Systems

- First Company Ceiling 1.5-ton Fan Coil Unit or owner-approved equal
- Lennox Heat pump Unit Model # ML17XP1-018 or owner-approved equal

Two Bedroom Apartment Systems

- First Company Ceiling 2-ton Fan Coil Unit or owner-approved equal
- Lennox Heat pump Unit Model # ML17XP1-024 or owner-approved equal

Three Bedroom Apartment Systems

- Lennox Horizontal 2.5-ton Fan Coil Model # CBA25UH-030 or owner-approved equal
- Lennox Heat pump Unit Model # ML17XP1-030 or owner-approved equal

Four Bedroom Apartment System

- Lennox Vertical 2.5-ton Fan Coil Model # CBA25UH-030 or owner-approved equal





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- Lennox Heat pump Unit Model # ML17XP1-030 or owner-approved equal
- Complete system check, test and starting of equipment

Unit Addresses

1.	145 Alves Lane #104	3bd
2.	220 Pueblo Ave #108	2bd
3.	220 Pueblo Ave #202	2bd
4.	220 Pueblo Ave #202	2bd
5.	305 Olivia Ct #105	1bd
6.	305 Olivia Ct #201	2 bd
7.	305 Olivia Ct #203	3 bd
8.	305 Olivia Ct #206	2bd
9.	310 Olivia Ct #101	2bd
10.	310 Olivia Ct #106	2bd
11.	310 Olivia Ct #107	2bd
12.	315 Olivia Ct #103	3bd
13.	315 Olivia Ct #104	3bd
14.	405 DeAnza Ct #101	2 bd
15.	405 DeAnza Ct #203	3 bd
16.	520 Medanos Ave. #107	3 bd
17.	530 Medanos Ave. #103	3 bd
18.	605 Medanos Loop #204	3bd

3.0 GENERAL CONDITIONS

- 3.1 **Standards:** All ensuing work by the successful bidder shall be performed pursuant to standards and codes set by the County of Contra Costa Fire Department, NFPA Standards and the State Fire Marshall. In addition, all work provided by the Contractor pursuant to the ensuing contract shall be completed pursuant to all applicable local codes and all applicable State Statute and Federal regulations.
- 3.2 **Additional Work:** Additional work shall be performed by the Contractor only if DeANZA Housing Corporation has given prior written permission to do so. All such work shall be at DeANZA Housing Corporation' expense, unless such damage or problem was necessitated by the actions or lack of action of the Contractor.
- 3.3 **Drawings/Lists:** Any drawings or lists provided herein or at any time during the contract period are provided as an aid only to the prospective bidders. It is the responsibility of each bidder to carefully inspect the premises listed and to notify DeANZA Housing Corporation, in writing, of any discrepancies in the drawings or lists provided.
- 3.4 **Reports:** It shall be the responsibility of the Contractor to complete, in a legible fashion, any required reports. Copies of such reports must be delivered to the DeANZA Housing Corporation Project Manager within 10 days of completion of such event, and shall be delivered by the Contractor, as required by any code, law or regulation, to all applicable local, State or Federal agencies.





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- 3.5 **Written Approval:** The Contractor shall obtain from the DeANZA Housing Corporation Project Manager, written approval to proceed with any work prior to commencing such work. Failure to abide by this requirement shall cause the Contractor to be fully liable and financially responsible for the work performed, which means that DeANZA Housing Corporation shall have no obligation to pay for the work performed, in which case the Contractor shall not be allowed to reverse the work.
- 3.6 **Signatures:** Whenever the contractor completes work at the De Anza Gardens Property site, he/she shall obtain the signature of the DeANZA Housing Corporation Project Manager showing that the work was completed in a satisfactory manner. A copy of this document shall accompany the related billing invoice.
- 3.7 **Invoicing & Payments:** To receive payments due, submit invoices of completed work to the address of DeANZA Housing Corporation, P.O. Box 2759, Martinez, CA 94553. Payment terms are on a net/30-day basis, from receipt of an approvable invoice, and shall be formatted as follows:
- Contractor name, address, and telephone number;
 - Contractor invoice, with DeANZA Housing Corporation purchase order and/or contract number;
 - Detail of services being invoiced, work-site location, and date of service;
 - Name of DeANZA Housing Corporation Project Manager or Contact Name.
- 3.8 **Emergency Situations:** The Contractor must inform DeANZA Housing Corporation Project Manager immediately of any life-threatening or possibly dangerous situations that come to the attention of or are discovered at any time by the Contractor.
- 3.9 **Sub-Contracting:** Unless prior written permission is given by DeANZA Housing Corporation, all work performed by the Contractor shall be performed by the Contractor only and shall not be sub-contracted to another firm. DeANZA Housing Corporation reserves the right to not grant such approval.
- 3.10 **Normal Business Hours:** Unless prior written permission is given by DeANZA Housing Corporation, all work will be performed and completed during normal business hours (Monday through Thursday excluding Holidays, 7:30 a.m. to 4:30 p.m. Pacific Time).

4.0 SUBMISSION REQUIREMENTS:

- 4.1 All **bid prices** for this project shall be submitted on the Bidders Form (Attachment G) in a SEALED BID format and delivered to:

DeANZA Housing Corporation
3133 Estudillo Street, Martinez CA 94553
Attention: Julian Ignacio

5.0 INSURANCE & LICENSING REQUIREMENTS FOR THE SUCCESSFUL BIDDER(S):

Prior to award (but not as a part of the bid submission) the *successful bidder(s)* will be required to provide the requested insurance documents. Required insurance amounts will be maintained for the duration of the contract by the contractor. (See **Attachment D** for all DeANZA Housing Corporation Insurance Requirements for Contractors.)





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- 5.1 A valid, current, and original certificate evidencing industrial (Worker’s Compensation) insurance carrier and coverage amount; This document will come directly from your insurance agent to the DeANZA Housing Corporation.
- 5.2 A valid, current, and original certificate evidencing General Liability Insurance, together with the appropriate endorsement to said policy reflecting the addition of DeANZA Housing Corporation as an additional insured under-said policy. This document will come directly from your insurance agent to DeANZA Housing Corporation.
- 5.3 A valid, current, and original certificate evidencing Automobile Insurance, together with the appropriate endorsement to said policy reflecting the addition of DeANZA Housing Corporation as an additional insured under said policy. This document will come directly from your insurance agent to DeANZA Housing Corporation.
- 5.4 A copy of the Business License allowing the bidder to provide such services within Contra Costa County and/or the appropriate city/locality for the project location;
- 5.5 A copy of the Contractor License/s issued by the State of California allowing the bidder to provide the services detailed herein.
- 5.6 A valid and current W-9 Document (Taxpayer ID number and Certification) of the successful bidder.
- 5.7 The requested related information shall also be entered where provided for on the Profile of Firm Form which will be included in Tab #3. (DO NOT ATTACH OR SUBMIT COPIES WITHIN THE BID SUBMITTAL--we will garner the necessary certificates/documents from the successful bidder only, prior to contract execution).

6.0 STATE OF CALIFORNIA PREVAILING WAGE RATES: This project is funded by state sources, and as such, calls for compliance with state labor standards provisions as administered by the State of California Department of Industrial Relations, requiring prime and subcontractors pay wages to workers compensated at the State of California Prevailing Wage Rate as set forth in the contract documents.

- 6.1 The Contractor is required to pay the workers no less than the wage rate as designated. If the awarded Contractor does not pay fringe benefits, the fringe benefits amount must be added onto the basic hourly rate. (See Attachment E for State of California Prevailing Wage Rate)

7.0 BID FORMAT:

- 7.1 **Tabbed Bid Submittal:** So that DeANZA Housing Corporation can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted as follows. Each category must be separated by the numbered tabs and labeled with the corresponding tab reference as noted below. None of the proposed services may conflict with any requirement DeANZA Housing Corporation has published herein or has issued by addendum.

[Table No. 3]

TAB #1	
#1	Form of Proposal: This Form is attached hereto as <u>Attachment A</u> to this IFB document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.





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TAB #2

#2 **Profile of Firm Form:** The Profile of Firm Form is attached hereto as **Attachment B** to this IFB document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the bid submittal.

TAB #3

#3 **Designation of Subcontractors:** This Form is attached hereto as **Attachment C-1** to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and **submitted under tab #8 as a part of the bid submittal**. If no subcontractors are to be used, then state “No Subcontractors” and sign the document.

#3 **Bid Bond:** This document must be submitted under this tab as a part of the bid submittal. The Bid Bond will be 5% of the total bid.

TAB #4

#4 **Proposed Services:** As more fully detailed within Section 2.0, *Scope of Work*, of this document, the bidder shall, at a minimum, clearly detail within the information submitted under this tab documentation showing: (it is anticipated that the documentation submitted to show following shall be no more than 1 or perhaps 2 pages):

- The bidder’s Demonstrated Understanding of De Anza Garden’s Requirements.
- The bidder’s Technical Approach (including, if appropriate, labor categories, estimated hours and skill mix) and the bidder’s proposed Work Plan to provide the required services.
- The bidder’s Technical Capabilities (in terms of personnel, equipment and materials) and Management Plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
- The bidder’s Demonstrated Experience in performing similar work and the bidder’s Demonstrated Successful Past Performance (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation.
- The proposed quality control program;
- An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.);
- A complete description of the products and services the firm provides.

TAB #5

#5 **Managerial Capacity/Financial Viability:** The bidder entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of **Attachment B, Profile of Firm Form**. Such information shall include the bidder's qualifications to provide the services; a brief description of the background and current organization of the firm.

TAB #6

#6 **Client Information:** The bidder shall submit a listing of former or current clients, including Public Housing Agencies, for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:





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#6	<ul style="list-style-type: none"> • The client's name; • The client's contact name; • The client's telephone number; • The client's email address; • A brief description and scope of the service(s) and the dates the services were provided;
TAB #7	
#7	Equal Employment Opportunity: The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy.
TAB #8	
#8	Sub-Contractor/Joint Venture Information (Optional Item): The bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the bid is a joint venture with another firm. Please remember that all information required from the bidder under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. Submit under this tab #8 .
TAB #9	
#9	Other Information (Optional Item): The bidder may include hereunder any other general information that the bidder believes is appropriate to assist DeANZA Housing Corporation in its evaluation. Do Not submit any pricing information under this tab.
TAB #10	
#10	Bidders Form): The bidder shall complete ALL lines items for pricing on this form Attachment G <i>Bidders Form</i> .

7.1.1 **All Tabs Must Be Included:** If no information is to be placed under a given tab (especially the "Optional" tabs), please place a page containing a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.





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7.2 **Entry of Proposed Fees/Costs:** The proposed fees shall be all-inclusive of all related costs that the Contractor will incur to provide the noted services and shall be submitted by the bidder and received by DeANZA Housing.

Contractor Must Submit Pricing for Each Line Item.

7.2.1 **Pricing Items: Lot #1:**

Line Item #1	145 Alves Lane #104	3bd
Line Item #2	220 Pueblo Ave #108	2bd
Line Item #3	220 Pueblo Ave #202	2bd
Line Item #4	220 Pueblo Ave #202	2bd
Line Item #5	305 Olivia Ct #105	1bd
Line Item #6	305 Olivia Ct #201	2 bd
Line Item #7	305 Olivia Ct #203	3 bd
Line Item #8	305 Olivia Ct #206	2bd
Line Item #9	310 Olivia Ct #101	2bd
Line Item #10	310 Olivia Ct #106	2bd
Line Item #11	310 Olivia Ct #107	2bd
Line Item #12	315 Olivia Ct #103	3bd
Line Item #13	315 Olivia Ct #104	3bd
Line Item #14	405 DeAnza Ct #101	2 bd
Line Item #15	405 DeAnza Ct #203	3 bd
Line Item #16	520 Medanos Ave. #107	3 bd
Line Item #17	530 Medanos Ave. #103	3 bd
Line Item #18	605 Medanos Loop #204	3bd





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- 7.2.2 **Determination of the Lowest Calculated Cost:** After a bidder has entered where provided within our internet e-Procurement System his/her proposed unit costs for each of the above detailed Pricing Items, the System will automatically multiply the proposed unit costs by the listed quantities. The total sum of the extended total of all Pricing Line Items shall be the Total Calculated Cost used in the evaluation of this bid.
- 7.2.3 **Quantities:** All quantities entered within the preceding table of pricing items and within the corresponding list of Pricing Items on our internet e-Procurement System are for calculating purposes only. DeANZA Housing Corporation has set these quantities based on its best estimates, but such amounts are not to be interpreted as a guaranteed amount. In any case, DeANZA Housing Corporation reserves the right to, at its own discretion, order any amount of services it needs.
- 7.2.4 **Submission Conditions:** DO NOT MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to DeANZA Housing Corporation by the bidder, such may invalidate that bid. If, after accepting such a bid, DeANZA Housing Corporation decides that any such entry has not changed the intent of the bid that DeANZA Housing Corporation intended to receive, DeANZA Housing Corporation may accept the bid and the bid shall be considered by DeANZA Housing Corporation as if those additional marks, notations or requirements were not entered on such. By accessing and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that DeANZA Housing Corporation delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.
- 7.2.5 **Submission Responsibilities:** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by DeANZA Housing Corporation, including the IFB document, the documents listed within the following Section 7.6, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO/PA to exclude any of DeANZA Housing Corporation requirements contained within the documents may cause that bidder to not be considered for award.
- 7.3 **Bidder's Responsibilities—Contact With DeANZA Housing Corporation:** After the Bidwalk has concluded, it is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB solicitation to the CO/PA only. Bidders must not make inquiry or communicate with any other DeANZA Housing Corporation staff member or official pertaining to this IFB.
- 7.4 **Addendums:** All questions and requests for information must be addressed in writing to the CO/PA. The CO/PA will respond to all such inquiries in writing by addendum to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents) via email. During the IFB solicitation process, the CO/PA will NOT conduct any *ex parte* (a substantive conversation—“substantive” meaning, when decisions pertaining to the IFB are made—between DeANZA Housing Corporation and a prospective bidder when other prospective bidders are not present)





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conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO/PA — it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO/PA may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO/PA may more fairly respond to all prospective bidders in writing by addendum via email.

- 7.5 **Pre-bid Bidwalk:** The scheduled pre-bid conference identified on Page 4 of this document is **not mandatory**. Many prospective bidders have previously responded to an IFB with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-bid conference. Typically, such conferences last 1 hour, though such is not guaranteed. The purpose of this conference is to assist prospective bidders to have a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference DeANZA Housing Corporation Project Manager will conduct a brief overview of the IFB documents, including the attachments. Whereas the purpose of this conference is to view the buildings to be re-modeled and review the IFB documents, attendees should bring a copy of the IFB documents to this conference. **DEANZA HOUSING CORPORATION will not distribute any copies of the IFB documents at this conference.**

7.5.1 **Pre-bid Conference (Bidwalk) Location, Date & Time:**

Address:

De Anza Gardens Property
205 Pueblo Ave Buildings
Baypoint, CA 94565

Wednesday, January 22nd, at 10:00AM





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7.6 **Recap of Attachments:** It is the responsibility of each bidder to verify that he/she has downloaded the solicitation and the following attachments pertaining to this IFB, which are hereby, by reference, included as a part of this IFB:

[Table No. 4]

Attachment	Description
A	Form of Proposal (Submit under Tab#1)
B	Profile of Firm (Submit under Tab#2)
C-1	Designation of Subcontractors (Submit under Tab #8)
C-2	Affidavit (Notarized) (Submit under Tab #3)
D	DeANZA Housing Corporation Insurance Requirements for Contractors
E	State of California Prevailing Wage Rate
F	Sample Contract
G	Bidders Form





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8.0 BID EVALUATION:

- 8.1 **Public Viewing:** The bid submittal will not be made available for inspection by anyone at this time; DeANZA Housing Corporation will review all bids in detail and will, in a timely manner, notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not responsible. Bids will be available by request, for inspection to the public after the award has been completed.
- 8.1.1 **Ties:** In the case of bids, the award shall be decided by “drawing lots or other random means of selection.”
- 8.2 **Responsive Evaluation:** After the bid opening, the bid submittals received will be evaluated for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by DeANZA Housing Corporation in a timely manner.
- 8.3 **Responsible Evaluation:** DeANZA Housing Corporation will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e., a firm that is qualified, responsible and able to provide to DeANZA Housing Corporation with the required services). If DeANZA Housing Corporation ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance, and resources to provide the required services, DeANZA Housing Corporation may proceed with award. If DeANZA Housing Corporation determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by DeANZA Housing Corporation in a timely manner; in such case DeANZA Housing Corporation may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.
- 8.3.1 Depending on the amount of the award, it is possible that DeANZA Housing Corporation may take the contract award to the DeANZA Housing Corporation Board of Directors for approval of the award prior to executing a contract with the apparent successful bidder.
- 8.4 **Restrictions:** All persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

9.0 CONTRACT AWARD:

- 9.1 **Lowest Responsive and Responsible Bidder:** Award of an IFB is made to the responsive and responsible bidder that submits the lowest cost; in this case, the lowest calculated cost.
- 9.2 **Contract Award Procedure:** If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:
- 9.2.1 By completing, executing and submitting a bid, the bidder is thereby agreeing to "abide by all terms and conditions pertaining to this IFB as issued by DeANZA Housing Corporation, either in hard copy or on our internet e-Procurement System, including an agreement to execute the attached Sample Contract form Attachment F." Accordingly, DeANZA Housing Corporation has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case DeANZA Housing





INVITATION FOR BIDS (IFB) NO. IFB - 24323-321 De Anza Gardens HVAC Replacement Project

Corporation has no power or authority to negotiate any clauses contained within any attached documents.

- 9.3 **Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by DeANZA Housing Corporation pursuant to this IFB:

9.3.1 **Contract Form:** DeANZA Housing Corporation will not execute a contract on the successful bidder's form--contracts will only be executed on DeANZA Housing Corporation forms (please see the Sample Contract under **Attachment F**), and by submitting a bid the successful bidder agrees to do so (please note that DeANZA Housing Corporation reserves the right to amend this form as DeANZA Housing Corporation deems necessary). However, DeANZA Housing Corporation will, during the IFB process (prior to the submittal deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for DeANZA Housing Corporation to do so; but the failure of DeANZA Housing Corporation to include such clauses does not give the successful bidder the right to refuse to execute DeANZA Housing Corporation's contract form. It is the responsibility of each prospective bidder to notify DeANZA Housing Corporation, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. DeANZA Housing Corporation will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by DeANZA Housing Corporation's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

9.3.1.1 Please note that DeANZA Housing Corporation has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the forms included as a part of this IFB.

- 9.4 **Assignment of Personnel:** DeANZA Housing Corporation shall retain the right to demand and receive a change in personnel assigned to the work if DeANZA Housing Corporation believes that such change is in the best interest of DeANZA Housing Corporation and the completion of the contracted work.

9.4.1 **Unauthorized Sub-Contracting Prohibited:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to selling or transferring the contract) without the prior written consent of the CO/PA. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO/PA shall be void and may result in the cancellation of the contract with DeANZA Housing Corporation, or may result in the full or partial forfeiture of funds paid to the successful bidder, as a result of the proposed contract; either as determined by the CO/PA.

- 9.5 **Contract Period:** DeANZA Housing Corporation anticipates that it will initially award a contract for the period of **ninety calendar (40) days** once the start date for work has been determined.

- 9.6 **Contract Service Standards:** All work performed pursuant to this IFB must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.



ATTACHMENT A

Form of Proposal

FORM OF PROPOSAL

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed bid submittal.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the proposer.

X=ITEM INCLUDED	SUBMITTAL ITEMS
_____	Tab 1 Form of Proposal
_____	Tab 2 Profile of Firm Form
_____	Tab 3 Designation of Subcontractors
_____	Tab 3 Bid Bond
_____	Tab 2 Affidavit Form (Notarized)
_____	Tab 4 Proposed Services
_____	Tab 5 Managerial Capacity/Financial Viability
_____	Tab 6 Client Information
_____	Tab 7 Contractor Equal Employment Opportunity Policy
_____	Tab 8 Sub-Contractor/Joint Venture Information
_____	Tab 9 Other Information (Optional Item)

PROPOSER'S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if DeAnza Housing Corporation discovers that any information entered herein to be false, such shall entitle DeAnza Housing Corporation to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the costs where provided within the noted e-Procurement System, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by DeAnza Housing Corporation, either in hard copy or on the noted e-Procurement System, including an agreement to execute the attached Sample Contract form. Pursuant to all IFB Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply DeAnza Housing Corporation with the services described herein for the fee(s) entered within the areas provided within the noted e-Procurement System pertaining to this IFB.

Signature Date Printed Name Company

ATTACHMENT B

Profile of Firm

PROFILE OF FIRM FORM

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed bid submittal.)

- (1) Prime ____ Sub-contractor ____ (This form must be completed by and for each).
- (2) Name of Firm: _____ Telephone: _____ Fax: _____
- (3) Street Address, City, State, Zip: _____
- (4) Please attach a brief biography/resume of the company, including the following information:
 (a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).
- (5) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

- (6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

- (7) Bidder Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian Public-Held Government Non-Profit
 American (Male) Corporation Agency Organization
 _____% _____% _____% _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

Resident-Owned* African American **Native American Hispanic American Asian/Pacific American Hasidic Jew Asian/Indian American
 _____% _____% _____% _____% _____% _____% _____%

Woman-Owned (MBE) Woman-Owned (Caucasian) Disabled Veteran Other (Specify):
 _____% _____% _____% _____%

WMBE Certification Number: _____

Certified by (Agency): _____

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO BID – ENTER IF AVAILABLE)

Signature Date Printed Name Company

PROFILE OF FIRM FORM

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed bid submittal.)

(8) Federal Tax ID No.: _____

(9) [APPROPRIATE JURISDICTION] Business License No.: _____

(10) State of _____ License Type and No.: _____

(11) Worker's Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____

(12) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____

(13) Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____

(14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California, or any local government agency within or without the State of California? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of DEANZA HOUSING CORPORATION? Yes No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(16) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against DEANZA HOUSING CORPORATION or any person interested in the proposed contract; and that all statements in said bid are true.

(17) Verification Statement: The undersigned bidder hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if DEANZA HOUSING CORPORATION discovers that any information entered herein is false, that shall entitle DEANZA HOUSING CORPORATION to not consider nor make award or to cancel any award with the undersigned party.

Signature **Date** **Printed Name** **Company**

ATTACHMENT C-1

Designation of Subcontractors

DESIGNATION OF SUBCONTRACTORS - Attachment C-1

Project Name: IFB - 24323-321 De Anza Gardens HVAC Replacement Project

CONTRACTOR: _____

Project Location: HACCC Property De Anza Gardens
205 Pueblo Ave Buildings 300, 410 & 605
Baypoint, CA 94565

ADDRESS: _____

NAME OF PERSON
COMPLETING THIS FORM _____

PHONE NO.: _____

In compliance with the provisions of the Public Contracts Code of the State of California, each bidder shall type in below the name and location of the mill shop or office of each Subcontractor or fabricator, both first tier and second tier, who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid and the portion of the work which will be done by each subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract in an amount in excess of one-half of one percent of the General Contractor's total bid, he shall be deemed to have agreed to perform such portion himself and shall not be allowed to subcontract that portion of work except under conditions set forth herein.

Subletting or subcontracting of any portion of work to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing by the Public Body.

Description of Portion of Work	Subcontractor's Name (Include Name of Firm and Name of Owner and/or President)	Subcontractor's Address (City, State, Zip Code)	Phone	Contractor's License No.	Dollar Value of Subcontract
Demolition					
Framing					
Electrical					
Plumbing					
Sheet Metal					
Mechanical					
Insulation					
Sheetrock					

DESIGNATION OF SUBCONTRACTORS - Attachment

Project Name: IFB - 24323-321 De Anza Gardens HVAC Replacement Project

CONTRACTOR: _____

Project Location: HACCC Property De Anza Gardens
205 Pueblo Ave Buildings
Baypoint, CA 94565

ADDRESS: _____

NAME OF PERSON
COMPLETING THIS FORM _____

PHONE NO.: _____

Description of Portion of Work	Subcontractor's Name (Include Name of Firm and Name of Owner and/or President)	Subcontractor's Address (City, State, Zipcode)	Phone	Contractor's License No.	Dollar Value of Subcontract
Glazing					
Plaster					
Ceramic Tile					
Floor Coverings					
Painting					
Finish Carpentry					
Cabinets					

ATTACHMENT C-2
Affidavit of Non-Collusion (Notarized)

NONCOLLUSION AFFIDAVIT

In accordance with Public Contract Code §7106. _____

(Contractor's full name)

being first duly sworn, deposes and says that he or she is _____

(Contractor's title)

of _____

(Company's name)

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

This form must be notarized prior to submission with Proposal.

Signature:

I assert that I have the requisite authority to bind _____ (Contractor Name) in the making of this Affidavit. I am over the age of 18, have personal knowledge of the facts set forth above, and declare that the facts provided in this Affidavit are true and correct in all their representations.

Dated this _____ day of _____, 2010 at _____ (City),
_____ (State);

By:

(Signature)

(Print Name)

ATTACHMENT D

*DeANZA Housing Corporation Insurance Requirements for
Contractors*

DeANZA Housing Corporation Insurance Requirements for Contractors

(General Liability - Automobile - Workers Compensation/Employer's Liability)

Information Regarding Your Insurance Documents: It is a mandatory requirement that any insurance documents sent to DeANZA Housing Corporation on behalf of a contractor, must be sent directly from the contractor's insurance agency to our Procurement Office, Director of General Services. Both General Liability and Automobile Insurances must include the "**Endorsements**" (which are usually multiple pages) indicating DeANZA Housing Corporation, 3133 Estudillo Street, Martinez, CA 94553 as an "**additional insured**". We do not require "Endorsements" for Worker's Comp Insurance; however, we do require the Contractor's Insurance provider submit Worker's Comp Insurance if applicable. DeANZA Housing Corporation will not accept any insurance documents sent to us unless they have been sent by your insurance company via e-mail directly to the following:

Julian S. Ignacio III
Purchasing Agent
jignacio@contracostahousing.org

The terms "agency" and "Authority" may be used inter-changeably herein.

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
- 2) Insurance Services Office form number CA001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- 3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- 1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury or property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- 3) Employer's Liability: \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against the PHA, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the PHA.

General Liability:

- 1) DeANZA Housing Corporation and any Resident Management Corporation in existence must be named as additional insureds.

- 2) Minimum occurrence limit is \$500,000 combined single limit for bodily injury and property damage (aggregate limit \$1,000,000).
- 3) Occurrence or claims made forms are acceptable (if claims made must have extended reporting period of at least 5 years).

DeANZA Housing Corporation Insurance Requirements for Contractors

- 4) Any deductible may not exceed \$5,000.
- 5) Supplementary costs (including defense costs) must be in addition to policy limit. If supplementary costs (including defense costs) are limited, the limit must not be less than \$250,000 per claim prior to such costs being deducted from the limit of liability.
- 6) A 30 day notice of cancellation must be given to any insured or additional insureds.

Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the agency. At the option of the agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the agency, its officers, officials, employees and volunteers; or the contractor shall provide a financial guarantee satisfactory to the agency guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policy are to contain, or be endorsed to contain, the following provisions:

- 1) The agency, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form on an endorsement to the contractor's insurance, or as a separate owner's policy.
- 2) For any claims related to this project the contractor's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees or volunteers shall be excess of the contractor's insurance and shall not contribute with it.
- 3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior to written notice by certified mail, return receipt requested has been given to the Authority.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A VII and "admitted" to do business in the State of California.

Verification of Coverage

Contractor shall furnish the agency with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the agency or on other than the agency's forms or a separate Contractor's policy, provided those forms or policies are approved by the agency and amended to conform to the agency's requirements. All certificates and endorsements are to be received and approved by the agency before work commences. The agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ATTACHMENT E
State of California Prevailing Wage Rate

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR
OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

CRAFT: RESIDENTIAL CARPENTER#

RESIDENTIAL DETERMINATION: R-23-31-1-2024-1A

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2024

EXPIRATION DATE: June 30, 2025**

The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY:

All localities within Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Solano Counties.

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Carpenter	\$63.41
Residential Hardwood Floorlayers	\$63.56
Residential Shinglers	\$63.56
Residential Power Saw Operators	\$63.56
Residential Steel Scaffold and Steel Shoring Erectors	\$63.56
Residential Saw Filers	\$63.56

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments	Amount
Health & Welfare	\$12.87 per hour worked
Pension	\$11.40 per hour worked

Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please email a request to statistics@dir.ca.gov or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

(Continued)

Employer Payments	Amount
Vacation/Dues	\$5.89 per hour worked ¹
Training	\$1.26 per hour worked
Other	\$3.59 per hour worked ²

PREDETERMINED INCREASE(S):

Effective on July 1, 2025, there will be an increase of \$5.07 allocated to wages and/or fringes. Effective on July 1, 2026, there will be an increase of \$5.32 allocated to wages and/or fringes. There are no further increases applicable to this determination.

STRAIGHT TIME HOURS:

Eight (8) consecutive hours per day, Monday through Friday, shall constitute a day's work. Saturday in the same workweek may be worked at a straight-time rate if a job is shut down during the normal workweek due to inclement weather.

OVERTIME:

One and one-half (1½x) the basic straight-time hourly rate will be paid for the first four (4) daily overtime hours and the first eight (8) hours worked on Saturday. Double (2x) the basic straight-time hourly rate will be paid for all hours worked in excess of the first four daily overtime hours and the first eight hours on Saturday and all hours worked on Sundays and Holidays. For the four designated off/holidays, one and one-half (1½x) the basic straight-time hourly rate will be paid for the first eight (8) hours worked.

RECOGNIZED HOLIDAYS:

New Year's Day, Martin Luther King's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day. If any of the holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, the Monday following shall be observed as the holiday.

The following days will be designated off/holidays:

2025: Friday, January 17th, Friday, May 23rd, Friday, August 29th, Friday, December 26th.

2026: Friday, January 2nd, Friday, February 13th, Friday, May 22nd, Friday, September 4th.

2027: Friday, January 15th, Friday, May 28th, Friday, September 3rd, Friday, November 12th.

TRAVEL AND SUBSISTENCE:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

¹ Includes an amount for work fees.

² Includes an amount for Annuity Trust Fund, Industry Promotion Fund, Contract Work Preservation, Carpenter Employers Contract Administration, Carpenters International Training Fund, and Vacation/Holiday/Sick Leave Admin.

PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1

CRAFT: RESIDENTIAL PLASTER TENDER #

RESIDENTIAL DETERMINATION: R-102-166-1-2024-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2024

EXPIRATION DATE: June 30, 2025**

The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit at (415) 703-4774.

LOCALITY:

All localities within Alameda and Contra Costa Counties.

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Plaster Tender	\$40.81

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments	Amount
Health & Welfare	\$10.60 per hour worked
Pension	\$15.96 per hour worked
Vacation & Holiday	\$5.16 per hour worked ¹
Training	\$0.50 per hour worked
Other	\$0.48 per hour worked ²

Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please email a request to statistics@dir.ca.gov or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

¹ Includes Supplemental Dues.

² Amount is for Industry Fund.

(Continued)

PREDETERMINED INCREASE(S):

Effective July 1, 2025, an increase of \$2.65 to be allocated to wages and/or employer payments.

There are no further increases applicable to this determination.

STRAIGHT TIME HOURS:

The regular workweek shall consist of eight (8) hours per day, Monday through Friday.

OVERTIME:

The first four (4) daily overtime hours worked in excess of the eight (8) hour workday and the first twelve (12) hours worked on Saturday shall be paid at one and one-half (1½x) the basic straight-time hourly rate. All other overtime is paid at double (2x) the basic straight-time hourly rate including all hours worked on Sundays and holidays.

RECOGNIZED HOLIDAYS:

New Year's Day, Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day. If any holiday falls on a Sunday, the Monday following shall be considered a legal holiday. If any of the holidays falls on a Saturday, the preceding Friday shall be observed as a holiday. No work shall be required on Labor Day, except in cases of an extreme emergency.

TRAVEL AND SUBSISTENCE:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1

CRAFT: RESIDENTIAL PLUMBER #

RESIDENTIAL DETERMINATION: R-204-159-1-2024-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2024

EXPIRATION DATE: June 30, 2025**

The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY:

All localities within Contra Costa County.

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Plumber	\$43.72 ¹

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments	Amount
Health & Welfare:	\$13.11 per hour worked
Pension:	\$6.13 per hour worked
Training:	\$1.05 per hour worked
Other:	\$0.60 per hour worked ²

PREDETERMINED INCREASE(S):

Effective on July 1, 2025, there will be an increase of \$1.75 allocated to wages and/or employer payments.

Indicates an apprenticeable craft. To obtain current residential apprentice wage rates, please email a request to statistics@dir.ca.gov or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

¹ Includes \$2.77 for Dues Check-Off

² Amount is for Contract Administration Fund and Joint Labor Management Trust

(Continued)

Effective on July 1, 2026, there will be an increase of \$1.50 allocated to wages and/or employer payments.

STRAIGHT TIME HOURS:

Eight (8) consecutive hours per day, Monday through Friday, shall constitute a day's work.

OVERTIME:

One and one-half (1½x) times the basic straight-time hourly rate will be paid for the first two (2) daily overtime hours and the first ten (10) hours worked on Saturdays.

Employees may voluntarily work on Saturdays for straight-time wage and fringe for the first eight (8) hours in the event they have missed work in the preceding week due to inclement weather. Double (2x) the basic straight-time hourly rate will be paid for all other work including all work performed on Sundays and Holidays, and in excess of ten (10) hours a day, Monday through Saturday.

RECOGNIZED HOLIDAYS:

New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Friday before Labor Day, Labor Day, Veterans Day (Observed on the Federal holiday), Thanksgiving Day, the Friday following Thanksgiving Day, the Day before Christmas Day, Christmas Day, and Day before New Year's Day. If any of the holidays fall on Sunday, the Monday following shall be considered a legal holiday. When a holiday falls on a Saturday, the Friday before shall also be considered a holiday. When a holiday falls on Thursday, the following Friday shall also be considered a holiday. All Fridays immediately prior to Monday holidays (except when Christmas Eve and New Year's Eve fall on a Monday) shall be considered holidays. (Veterans Day does not trigger additional holidays.)

TRAVEL AND SUBSISTENCE:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: RESIDENTIAL SPRINKLER FITTER (FIRE PROTECTION AND FIRE
CONTROL SYSTEMS) #**

RESIDENTIAL DETERMINATION: R-204-483-1-2024-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2024

EXPIRATION DATE: December 31, 2024**

The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit at (415) 703-4774.

LOCALITY:

All localities within Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Sprinkler Fitter	\$47.82 ¹²

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments	Amount
Health & Welfare:	\$7.10 per hour worked
Pension:	\$9.30 per hour worked
Training:	\$0.90 per hour worked
Other:	\$0.40 per hour worked

Indicates an apprenticeable craft. To obtain current residential apprentice wage rates, please send an email to statistics@dir.ca.gov or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

¹ Includes an amount withheld for Vacation.

² Includes an amount withheld for Working Dues.

(Continued)

PREDETERMINED INCREASE(S):

Effective January 1, 2025, there will be an increase of \$0.10 to Pension.

There are no further increases applicable to this determination.

STRAIGHT TIME HOURS:

Eight (8) hours per day, Monday through Friday, shall constitute a day's work.

OVERTIME:

One and one-half (1½x) the basic straight-time hourly rate will be paid for work performed in excess of eight (8) hours of the regular work day and over forty (40) hours during the regular work week and for all work on Saturdays. Saturday in the same work week may be worked at straight time if the job is shutdown during the normal workweek due to inclement weather. Double (2x) the basic straight-time hourly rate will be paid for all work performed on Sundays and Holidays.

RECOGNIZED HOLIDAYS:

New Year's Day, Martin Luther King Jr. Day, Washington's Birthday (President's Day), Decoration Day (Memorial Day), Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. If a Holiday falls on Sunday, the Monday following the holiday will be considered the Holiday. If the Holiday falls on Saturday, the preceding Friday will be considered the Holiday.

TRAVEL AND SUBSISTENCE:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

CRAFT: RESIDENTIAL SHEET METAL WORKER#

RESIDENTIAL DETERMINATION: R-166-104-1-2024-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2024

EXPIRATION DATE: June 29, 2025*

Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY:

All localities within Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma and Trinity Counties.

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Sheet Metal Worker	\$49.97 ¹
Residential Sheet Metal Worker (Special Shift)	\$55.97 ¹
Residential Sheet Metal Worker (Second Shift)	\$54.97 ¹
Residential Sheet Metal Worker (Third Shift)	\$57.47 ¹
Residential A/C Pro	\$39.13 ¹
Residential A/C Pro (Special Shift)	\$43.83 ¹
Residential A/C Pro (Second Shift)	\$43.04 ¹
Residential A/C Pro (Third Shift)	\$45.00 ¹
Residential A/C Specialist	\$34.32 ¹
Residential A/C Specialist (Special Shift)	\$38.44 ¹

Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please email a request to statistics@dir.ca.gov or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

¹ Includes amounts for Vacation/Holiday and Dues Check-Off.

Classifications	Basic Straight-Time Hourly Rate
Residential A/C Specialist (Second Shift)	\$37.75 ¹
Residential A/C Specialist (Third Shift)	\$39.47 ¹
Residential Service Mechanic	\$42.79 ¹
Residential Service Mechanic (Special Shift)	\$47.92 ¹
Residential Service Mechanic (Second Shift)	\$47.07 ¹
Residential Service Mechanic (Third Shift)	\$49.21 ¹
Residential Service Technician	\$38.82 ¹
Residential Service Technician (Special Shift)	\$43.48 ¹
Residential Service Technician (Second Shift)	\$42.70 ¹
Residential Service Technician (Third Shift)	\$44.64 ¹

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments: Residential Sheet Metal Worker	Amount
Health & Welfare:	\$16.52 per hour worked
Pension:	\$25.49 per hour worked ²
Training:	\$1.53 per hour worked
Other:	\$0.15 per hour worked ³

Employer Payments: Residential A/C Pro	Amount
Health & Welfare:	\$15.92 per hour worked
Pension:	\$12.59 per hour worked ²
Training:	\$1.27 per hour worked
Other:	\$0.15 per hour worked ³

Employer Payments: Residential A/C Specialist	Amount
Health & Welfare:	\$15.92 per hour worked

² Includes an amount for Profit Sharing Plan (\$5.50) that is factored at the applicable overtime multiplier (\$2.44 for Residential A/C Pro; \$1.06 for Residential A/C Specialist; \$2.50 for Residential Service Mechanic; \$1.50 for Residential Service Technician). Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

³ Includes an amount for the Industry Promotion Fund (\$0.15).

Employer Payments: Residential A/C Specialist	Amount
Pension:	\$5.29 per hour worked ²
Training:	\$1.27 per hour worked
Other:	\$0.15 per hour worked ³

Employer Payments: Residential Service Mechanic	Amount
Health & Welfare:	\$15.92 per hour worked
Pension:	\$17.36 per hour worked ²
Training:	\$1.29 per hour worked
Other:	\$0.15 per hour worked ³

Employer Payments: Residential Service Technician	Amount
Health & Welfare:	\$15.92 per hour worked
Pension:	\$11.15 per hour worked ²
Training:	\$1.29 per hour worked
Other:	\$0.15 per hour worked ³

PREDETERMINED INCREASE(S):

No Predetermined Increases.

STRAIGHT TIME HOURS:

Eight (8) hours per day, Monday through Friday, shall constitute a day's work. Saturday in the same workweek may be worked at straight time if the job is shutdown during the normal workweek due to inclement weather. The Special Shift shall be 8 hours worked for 8 hours pay. The Second Shift shall be 7.5 hours worked for 8 hours of pay. The Third Shift shall be 7 hours worked for 8 hours pay.

OVERTIME:

The first two (2) overtime hours, Monday through Friday, and the first eight (8) hours worked on Saturday (First 7.5 hours for Second Shift, first 7 hours for Third Shift) will be paid at one and one-half (1½x) the basic straight-time hourly rate. All other overtime hours including Sundays and Holidays will be paid at double (2x) the basic straight-time hourly rate.

RECOGNIZED HOLIDAYS:

New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, and the day after Christmas. If any of the holidays fall on Sunday, the Monday following shall be observed as a holiday. If any of the holidays fall on Saturday, the Friday preceding shall be considered a holiday. When Christmas falls on Friday, Saturday, or Sunday, Friday and Monday shall be observed as holidays.

TRAVEL AND SUBSISTENCE:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1

CRAFT: RESIDENTIAL TILE FINISHER

RESIDENTIAL DETERMINATION: R-18-3-7-2024-1B

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2024

EXPIRATION DATE: July 31, 2025*

Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:

All localities within Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Kings, Lassen, Madera, Marin, Mariposa, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Solano, Sonoma, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Yolo and Yuba Counties.

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Tile Finisher	\$27.29 ¹

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments	Amount
Health & Welfare	\$7.65 per hour worked
Pension	\$2.79 per hour worked
Training	\$0.35 per hour worked
Other	\$0.42 per hour worked

PREDETERMINED INCREASE(S):

No predetermined increases.

¹ Includes amount withheld for Dues Check-Off.

(Continued)

STRAIGHT TIME HOURS:

Eight (8) hours per day, Monday through Friday shall constitute a day's work.

OVERTIME:

The first nine (9) hours worked on Saturday are paid at one and one-half (1½ x) the basic straight-time hourly rate and all other time is paid at the Sunday and Holiday overtime rate. Saturdays in the same work week may be worked at straight time if the job is shut down during the normal workweek due to inclement weather.

RECOGNIZED HOLIDAYS:

Recognized (unpaid) holidays will be New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day after, and Christmas Day. If a holiday falls on a Saturday, the preceding Friday shall be observed as a legal holiday; if a holiday falls on a Sunday, the following Monday shall be observed as a legal holiday. Employees may take off Dr. Martin Luther King Jr. Day and the day before Christmas without pay and without adverse consequences; employees that work will not be paid premium time.

TRAVEL AND SUBSISTENCE:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1

CRAFT: RESIDENTIAL TILE SETTER

RESIDENTIAL DETERMINATION: R-18-3-7-2024-1A

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2024

EXPIRATION DATE: July 31, 2025*

Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:

All localities within Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Kings, Lassen, Madera, Marin, Mariposa, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Solano, Sonoma, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Yolo and Yuba Counties.

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Tile Setter	\$38.93 ¹

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments	Amount
Health & Welfare	\$7.65 per hour worked
Pension	\$3.54 per hour worked
Vacation & Holiday	\$1.25 per hour worked
Training	\$0.35 per hour worked
Other	\$0.65 per hour worked

PREDETERMINED INCREASE(S):

No predetermined increases.

¹ Includes amount withheld for Dues Check-Off.

(Continued)

STRAIGHT TIME HOURS:

Eight (8) hours per day, Monday through Friday shall constitute a day's work.

OVERTIME:

The first nine (9) hours worked on Saturday are paid at one and one-half (1½ x) the basic straight-time hourly rate and all other time is paid at the Sunday and Holiday overtime rate. Saturdays in the same work week may be worked at straight time if the job is shut down during the normal workweek due to inclement weather.

RECOGNIZED HOLIDAYS:

Recognized (unpaid) holidays will be New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day after, and Christmas Day. If a holiday falls on a Saturday, the preceding Friday shall be observed as a legal holiday; if a holiday falls on a Sunday, the following Monday shall be observed as a legal holiday. Employees may take off Dr. Martin Luther King Jr. Day and the day before Christmas without pay and without adverse consequences; employees that work will not be paid premium time.

TRAVEL AND SUBSISTENCE:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

ATTACHMENT F

Sample Contract



CONTRACT

Construction Agreement between
DeANZA Housing Corporation and ACME Construction Services Inc.

1. **SPECIAL TERMS:** These special terms are incorporated below by reference.

Parties: (Public Agency) **DeANZA Housing Corporation**
(Contractor) **ACME Construction Services Inc.**
222 Main St. Suite 333
Anytown, CA 94123

Contract Date: August 19, 2024

Starting Date: **Date shown on Notice to Proceed**

The Work: DeAnza Gardens Property
205 Pueblo Ave, Baypoint CA 94565

Completion Time: **Sixty (60) Calendar Days from Date shown in Notice to Proceed**

Liquidated Damages: **\$200.00 Per Day**

Public Agency's Agent: Robert Moore, Director of Development

Contract Price: **\$1234.00**

2. **TIME:** Contractor shall start this work as directed in the Notice to Proceed and shall complete it as specified in Section 1.

3. **LIQUIDATED DAMAGES:** If the Contractor fails to complete this contract and this work within the time fixed therefore, allowance being made for contingencies as provided herein, he becomes liable to the Public Agency for all its loss and damage there from; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, the result of the parties' reasonable endeavor to estimate fair average compensation therefore, for each calendar days delay in finishing said work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder.

4. **INTEGRATED DOCUMENTS:** The plans, drawings and specifications or special provisions of the Public Agency's call for quotes, and Contractor's accepted quotation for this work are hereby incorporated into this contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by Public Agency's Agent specified in Section 1.

The following **amendment & attachments** are also incorporated into this Contract:

- (a) **Attachment 1 – ACME Construction Services Inc. Proposal**
- (b) **Attachment 2 – Applicable State Wage Rate**
- (c) **Attachment 3 –IFB 1234-321**





CONTRACT

Construction Agreement between
DeANZA Housing Corporation and ACME Construction Services Inc.

5. **PAYMENT:**

- (a) For his strict and literal fulfillment of these promises and conditions, and as full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, except that in unit price contracts the payment shall be for finished quantities at unit bid prices.
- (b) Contractor shall submit signed payment forms to Public Agency. Public Agency may, at its option, inspect the services performed pursuant to this Contract to ensure that it has been satisfactorily completed in accordance with the Contract requirements. Should Public Agency find that the services have not been satisfactorily performed pursuant to this Contract, Public Agency may withhold or reduce payment accordingly.

6. **PAYMENTS WITHHELD:**

- (a) The Public Agency or its Agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:
 - (1) Defective work not remedied, or uncompleted work, or
 - (2) Claims filed or reasonable evidence indicating probable filing, or
 - (3) Failure to properly pay subcontractors or for material or labor, or
 - (4) Reasonable doubt that the work can be completed for the balance then unpaid, or
 - (5) Damage to another contractor, or
 - (6) Damage to the Public Agency, other than damage due to delays.
- (b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.
- (c) 30 calendar days after the Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the Contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

7. **INSURANCE:** Contractor and all subcontractors shall carry and maintain the following insurance:

- (a) Workers Compensation Insurance in accordance with the laws of the State of California.
- (b) Commercial General Liability Insurance for bodily injury or death, in the minimum amount of \$1,000,000 per occurrence which may result from operations under this Contract.
- (c) Automobile Liability Insurance in an amount not less than \$1,000,000.

8. **FAILURE TO PERFORM:** If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workers to complete this agreement and work as provided herein, for a period of 10 days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

9. **LAWS APPLY:** General. Both parties recognize the applicability of various federal, state, and local laws and regulations, especially Chapter 1 of Part 7 of Division 2 of the Labor Code (beginning with Section 1720, and including Sections 1735, 1777.5, and 1777.6 forbidding discrimination).

10. **COMPLIANCE WITH DAVIS-BACON ACT:** Unless otherwise indicated, Contractor is required, pursuant to 24 CFR 85.36 (h)(5), to pay Davis-Bacon prevailing wage rates for all "construction contracts and all related subcontracts in excess of \$2,000," which means, for such jobs, the wage rates paid must be equal to or exceed the listed applicable Davis-Bacon wage rate. A copy of the applicable Davis-Bacon wage decision is attached hereto and incorporated herein.

11. **ASSIGNMENT:** The agreement binds the heirs, successors, assigns, and representatives of the Contractor; but he cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

12. **NO WAIVER BY PUBLIC AGENCY:** Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of this contract, or acceptance of the whole or any part of said work and/or materials, or payments therefore, or any combination of these acts, shall not relieve the Contractor of his obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby stopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.

13. **HOLD HARMLESS & INDEMNIFICATION:**





CONTRACT

Construction Agreement between
DeANZA Housing Corporation and ACME Construction Services Inc.

- (a) Contractor promises to and shall defend, indemnify, save, and hold harmless the indemnities from the liabilities as defined in this section.
 - (b) The indemnities benefitted and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents, and employees, together with any additional persons and entities, if any, listed in the Supplementary General Conditions (Division G).
 - (c) The liabilities protected against are any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses, or liabilities arising out of or in connection with the actions defined below for personal injury, sickness, disease, emotional injury, death, property damage (including loss of use), trespass, nuisance, inverse condemnation, patent infringement, or any combination of these, regardless of whether or not such liability, claim, or damage was foreseeable at any time before the Public Agency approved the improvement plans or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.
 - (d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the Contractor, subcontractor(s), supplier(s), trucker(s), anyone for whose acts the Contractor may be liable, or any officer(s), agent(s) or employee(s) of one or more of them.
 - (e) The promise and agreement in this section is not conditioned or dependent on whether or not any indemnities has prepared, supplied, or approved any plan(s), drawing(s), specification(s), or special provision(s) in connection with this work or has insurance or other indemnification covering any of these matters.
 - (f) Except as prohibited by Civil Code Section 2782, the Contractor's obligations under this section shall exist regardless of the existence or degree of fault of the Public Agency or any indemnities.
 - (g) The Contractor's obligations under this section shall extend to claims arising after the work is completed and accepted if the claims are related to alleged acts or omissions that occurred during the course of the work. Public Agency's inspection is not a waiver of full compliance with these requirements.
 - (h) The Contractor and the Contractor's insurance carrier(s) shall respond within 15 days to the tender of any claim for defense and indemnity by the Public Agency unless this time has been extended by the Public Agency.
 - (i) With respect to third-party claims against the Contractor, the Contractor waives all rights of any kind to express or implied indemnity against the indemnities.
 - (j) Nothing in this section is intended to establish a standard of care owed to any third party or to extend to any third party the status of a third-party beneficiary.
14. **EXCAVATION:** Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.
15. **SUBCONTRACTORS:** A list of subcontractors shall be submitted to Public Agency as required by State Law. The subcontractor shall have demonstrated to Public Agency's satisfaction previous experience in each additional division or classification he/she is listed under other than its primary contracting business. If a subcontractor is licensed and qualified to do more than one division or classification of work as defined by the specifications, it shall be listed under each of these additional divisions or classifications. All contractors shall be listed if their portion of the work is one-half (1/2) of one percent (1%) or more of the total project bid amount.
16. **RECORD RETENTION AND AUDITING:** Except for materials and records delivered to Public Agency, Contractor shall maintain and retain, for a period of at least five years after Contractor's receipt of the final payment under this contract, all records relating to this contract or to the work, including without limitation estimates, bids, shop drawings, submittals, subcontracts, personnel and payroll records, job reports and diaries, receipts, invoices, cancelled checks and financial records. Upon request by Public Agency, at no additional charge, Contractor shall promptly make such records available to Public Agency, or to authorized representatives of the state and federal governments, at a convenient location within Contra Costa County designated by Public Agency, and without restriction or limitation on their use.
17. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor agrees to comply with Executive Order 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, Equal Opportunity, and other applicable Federal, State, and County laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
18. **ANTI-KICKBACK REQUIREMENTS:** Contractor shall not require or accept rebates or kickbacks of any kind from workers employed on the project under the terms of the Copeland "Anti-Kick Back" Act, 18 USC §874 and as supplemented in 29 CFR Part 3, which are hereby incorporated by reference in this Contract.
19. **LICENSES:** Contractor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County and municipal laws, ordinances, rules and regulations. Contractor shall maintain these licenses and permits in effect for the duration of this project. Contractor will notify Public Agency immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in the immediate termination of this Contract.





CONTRACT

Construction Agreement between
DeANZA Housing Corporation and ACME Construction Services Inc.

- 20. **FORCE MAJURE:** Neither party shall be held liable for failure or delay of fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 21. **SAFETY TO PUBLIC AND PROPERTY:** Contractor shall exercise proper precaution at all times for the protection of persons and property. The safety provisions of applicable law, building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as Public Agency may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the State of California Construction Safety Orders (CCR Title 8, Chapter 4, Subchapter 4, as amended) to the extent that such provisions are not in contravention of applicable laws.
- 22. **REMOVAL OF DEBRIS, CLEANING:** Contractor shall daily, or as directed by the Public Agency, remove and properly dispose of the resultant trash, dirt and debris, and keep the premises reasonably clear.
- 23. **LIENS:** Contractor shall pay promptly all valid bills and charges for material, labor, or otherwise in connection with or arising out of the performance of this Contract and will hold Public Agency free and harmless against all liens and claims of lien for labor and material, or either of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including but not limited to, court costs and attorneys' fees resulting or arising there from. Should any liens or claim of liens be filed for record against the property, Contractor shall forthwith pay and discharge the same and cause the same to be release of record.
- 24. **SIGNATURES & ACKNOWLEDGEMENT:**

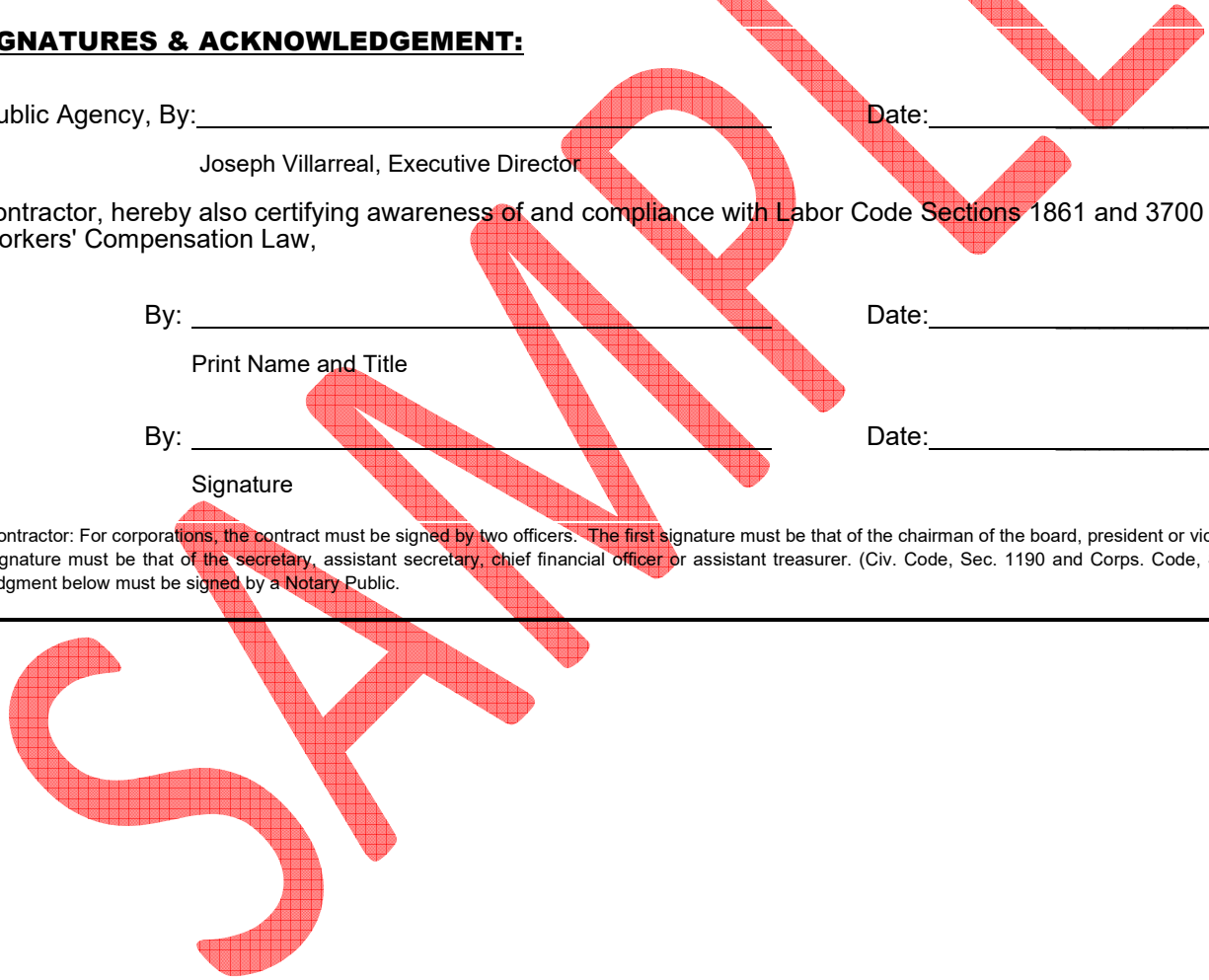
Public Agency, By: _____ Date: _____
 Joseph Villarreal, Executive Director

Contractor, hereby also certifying awareness of and compliance with Labor Code Sections 1861 and 3700 concerning Workers' Compensation Law,

By: _____ Date: _____
 Print Name and Title

By: _____ Date: _____
 Signature

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1190 and Corps. Code, Sec. 313.) The acknowledgment below must be signed by a Notary Public.





CONTRACT

Construction Agreement between
DeANZA Housing Corporation and ACME Construction Services Inc.

CALIFORNIA ACKNOWLEDGEMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa) ss.

On _____, before me, _____,
Name and Title of the Notary Public
personally appeared _____,
Name(s) of Signer(s)

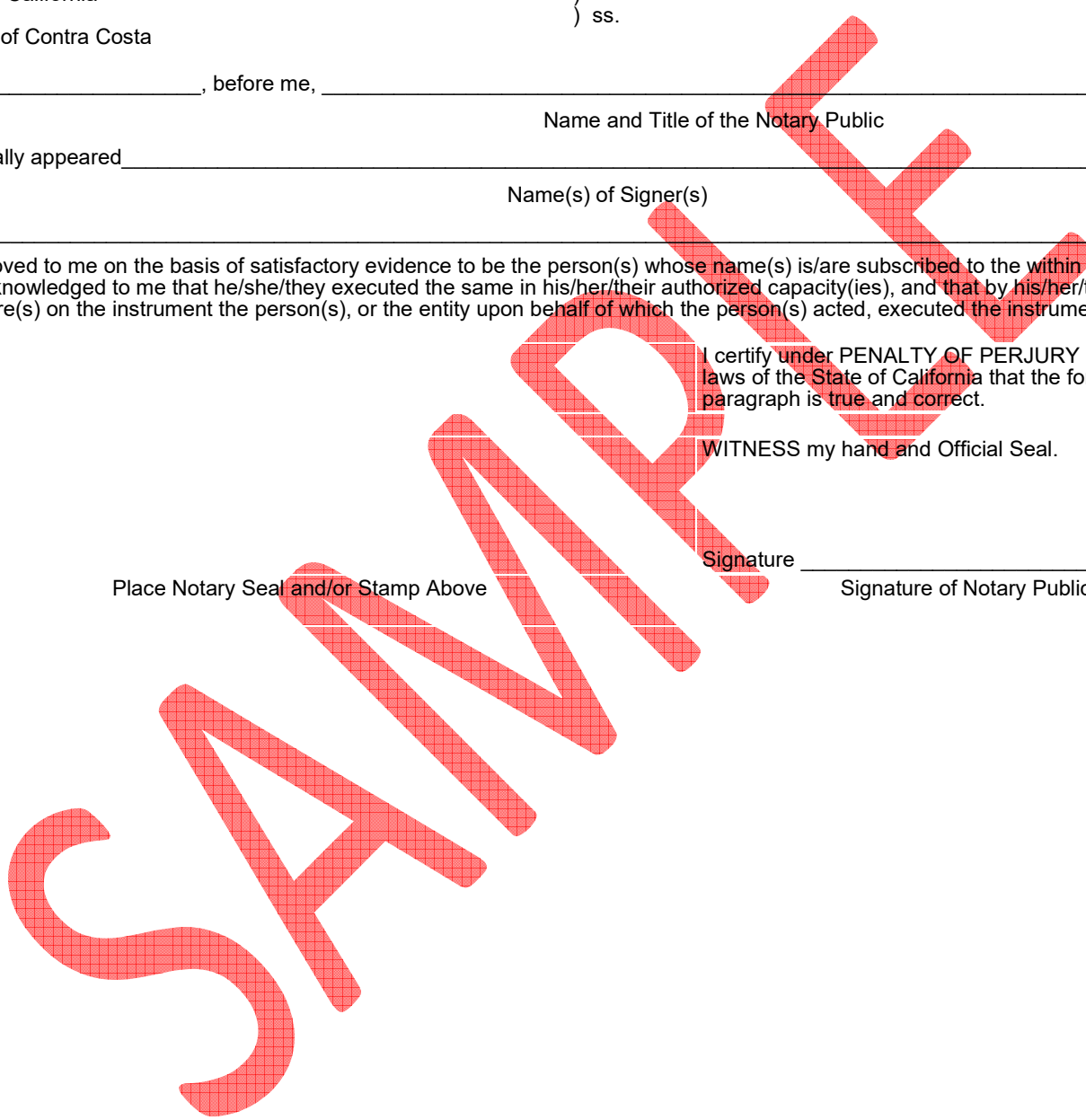
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and Official Seal.

Place Notary Seal and/or Stamp Above

Signature _____
Signature of Notary Public





CONTRACT

Construction Agreement between
DeANZA Housing Corporation and ACME Construction Services Inc.

OPTIONAL

Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s) _____ Corporate Officer – Title(s) _____

Partner - Limited General Partner - Limited General

Individual Attorney in Fact _____ Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

SAMPLE





CONTRACT

Construction Agreement between
DeANZA Housing Corporation and ACME Construction Services Inc.

Attachment 1 – ACME Construction Services Inc. Proposal

SAMPLE





CONTRACT

Construction Agreement between
DeANZA Housing Corporation and ACME Construction Services Inc.

Attachment 2 – State of California Prevailing Wage Rate

SAMPLE





CONTRACT

Construction Agreement between
DeANZA Housing Corporation and ACME Construction Services Inc.

Attachment 3 – IFB 1234-321

SAMPLE



ATTACHMENT G

Bidders Form



INVITATION FOR BIDS (IFB) NO. IFB - 24323-321 De Anza Gardens HVAC Replacement Project

Bidders Form Attachment G

Line Item #	Unit Address	Unit Price
1	145 Alves Lane #104 3bd	
2	220 Pueblo Ave #108 2bd	
3	220 Pueblo Ave #202 2bd	
4	220 Pueblo Ave #207 2bd	
5	305 Olivia Ct #105 1bd	
6	305 Olivia Ct #201 2 bd	
7	305 Olivia Ct #203 3 bd	
8	305 Olivia Ct #206 2bd	
9	310 Olivia Ct #101 2bd	
10	310 Olivia Ct #106 2bd	
11	310 Olivia Ct #107 2bd	
12	315 Olivia Ct #103 3bd	
13	315 Olivia Ct #104 3bd	
14	405 DeAnza Ct #101 2 bd	
15	405 DeAnza Ct #203 3 bd	
16	520 Medanos Ave. #107 3bd	
17	530 Medanos Ave. #103 3bd	
18	605 Medanos Loop #204 3bd	
	<u>Total Cost</u>	