

CONTRACT

Monterey Sports Center Roof Repair

c THIS AGREEMENT, made and entered into this 18 day of Oct 2013, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred as the "City", and California Single Ply Inc. hereinafter referred to as the "Contractor";

WITNESSETH:

WHEREAS, the Council of the City has awarded a contract to the Contractor for performing the work hereinafter mentioned in accordance with the sealed proposal of said Contractor;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for Monterey Sports Center Roof Repair. Work is to be as set out in Plans and Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated September 3, 2013, in an amount not to exceed \$101,000.00 (One Hundred One Thousand Dollars and no cents) plus a sum of up to 10% for such contingencies as the City Manager, or his designee, deems appropriate.
2. TIME OF PERFORMANCE. The work under this contract shall commence within fourteen days after the issuance of the Notice to Proceed and shall be completed Ninety (90) calendar days from the effective date of the Notice to Proceed.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. Monterey City Council awarded this contract on October 1, 2013 by Resolution 13-150 C.S.
6. This contract shall consist of the following documents, each of which is on file in the office of the City Clerk of said City, and all of which are incorporated herein and made a part hereof by reference thereto:
A. This Agreement
B. Accepted Proposal
C. Plans and Specifications
D. Performance Bond
E. Affidavit of Non-Collusion
F. Certification(s) of Good Faith Effort to Hire Local Residents
G. Labor and Material Bond
H. Debarment and Suspension Certification

IN WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first above written.

ATTEST:

CITY OF MONTEREY:

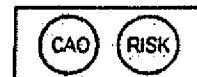
California Single Ply Inc.:

By: [Signature] City Clerk

By: [Signature] Mayor or City Manager

By: [Signature] Name, Title President

T00012-CA (v. 1.0 - 4/19/2013)



Bid Submitted By: California Single Ply, Inc.

Part II, Page 1

**Monterey Sports Center Roof Repair**CITY OF MONTEREY**PROPOSAL SCHEDULE OF QUANTITIES & PRICES**

To the Honorable City Council  
 City of Monterey  
 City Hall  
 Monterey, California

The undersigned declares to have carefully examined the location of the proposed work, that the Specifications (Shop Drawings) as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Specifications (Shop Drawings) for the lump sums and unit prices set forth in the following schedule:

**BID SCHEDULE**

<u>Item No.</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Amount</u>
<b>BASE BID:</b>				
1	n/a	Ls	Mobilization and Demobilization	\$ <u>5,750.00</u>
2	n/a	Ls	Natorium Re-roofing	\$ <u>57,000.00</u>
<b>Total Base Bid :Items 1 through 2</b>				\$ <u>62,750.00</u>
<b>ADDITIVE ALTERNATE BIDS:</b>				
3	n/a	Ls	Hallway (portion) Re-roofing	\$ <u>14,500.00</u>
<b>Total Base Bid plus additive bid 3: Items 1 through 3</b>				\$ <u>77,250.00</u>
4	n/a	Ls	Lobby/Cricket Re-roofing	\$ <u>23,750.00</u>
<b>Total Base Bid plus additive bid 3-4: Items 1 through 4</b>				\$ <u>101,000.00</u>

Bid Item Description

This section covers details of individual items of the Bid Schedule to insure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

Lump Sum Price Breakdown

Immediately after award of the contract, the contractor shall submit a cost breakdown list to the Engineer for all Lump Sum Bid items. The list shall consist of major elements of work that make up the item and shall be used for determining progress pay estimates.

ITEM DESCRIPTIONS: (SCOPE)

Following are approximate roof areas.

Natorium Roof - 12,400 SF  
Hallway (portion) Roof - 600 SF  
Lobby Roof/Crickets - 1,200SF

Quantities included herein are approximate only, Contractor shall be responsible to field verify dimensions and areas. No additional compensation shall be paid to the Contractor thereto.

**Mobilization and Demobilization**

Payment of this item shall be on a lump sum basis. The lump sum cost shall include, but not limited to mobilization to the project site, bond, insurance and preparatory work necessary for performance as described in these Specifications. Payment for this item is contingent to submittal and approval of schedule of values, construction schedule, and materials submittal. This item also includes necessary daily and final clean-up and demobilization.

**Natorium Re-roofing**

Payment of this item shall be on a lump sum basis. The lump sum price shall include all labor, materials and equipment for the re-roofing of the Natorium. Work includes, but not limited to re-roofing preparation, re-roofing and other miscellaneous work necessary for a complete in placed and weather tight roofing system as described in the Plans and Specifications

**Hallway (portion) Re-roofing**

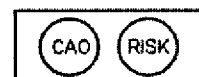
Payment of this item shall be on a lump sum basis. The lump sum price shall include all labor, materials and equipment for to re-roofing portion of the Hallway as shown on the Plans. Work includes, but not limited to re-roofing preparation, re-roofing and other miscellaneous work necessary for a complete in placed and weather tight roofing system as described in the Plans and Specifications

**Lobby/Cricket Re-roofing**

Payment of this item shall be on a lump sum basis. The lump sum price shall include all labor, materials and equipment for the re-roofing of the Lobby /Cricket as shown on the Plans. Work includes, but not limited to re-roofing preparation, re-roofing and other miscellaneous work necessary for a complete in placed and weather tight roofing system as described in the Plans and Specifications

Ancillary Items

Payment for any items that do not have instruction indicating where expenses for said items are to be



accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefore.

Bid Clarification

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Base Bid, Items 1 through 2.

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

Unit and lump sum prices shall be for items in place, including all labor, materials, equipment, taxes, and incidentals necessary for a complete job.

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Monterey does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work by twenty-five percent (25%) or to omit portions of the work as may be deemed necessary by the Engineer.

Bidders may withdraw or revise their bid personally, or upon a written or telegraphic request, or by FAX (the City's FAX number is 646-3702), at any time prior to the hour set for the opening of bids, but not thereafter; however, the City shall not accept faxed copies of bid bonds, affidavits or any other documents where an original document or signature is required by these Specifications. Bids may not be withdrawn for a period of sixty (60) days after the date set for the opening of bids. At the time of award the successful Bidder must be legally entitled to perform contracts requiring a C39 License.

The Noncollusion Affidavit and Local Hire Certification included in this document shall be executed and submitted with each bid.

**DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS**

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. : 662255 Class: B, C-39 (Roofing) Expiration date: July 31, 2014

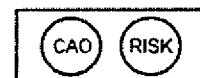
**FAILURE TO PROVIDE THIS INFORMATION AND SIGNATURE MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE OR WILL RESULT IN REJECTION OF BID.**

The foregoing information is true and correct and is executed under penalty of perjury in Placer County, California, ON September 3, 2013.

Name of Firm: California Single Ply, Inc.  
Address: PO Box 2799, Rocklin, CA 95677  
Telephone: (916) 408-6800  
Email: calsingleply@surewest.net

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized

Revised 10/02/12



to execute the declaration on its behalf.

Signature Tina Mahle  
 Printed Name and Title Tina Mahle, President

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

ADDENDA	DATE RECEIVED
1. <u>N/A</u>	_____
2. _____	_____
3. _____	_____

The Bidder shall list below jobs of a similar nature completed by Bidder's organization within the past three (3) years: Hawkins School of Performing Arts Roof Replacement, CSUS Residence Hall Roof Fall Protection, 64 Bed Intermediate Care Facility (Dept. of Corrections)

Contracting Location Agency	Type Of Job	Date Completed	Dollar Amount
* See Below:			

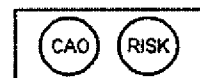
The Bidder shall list below any subcontractors proposed to be used on this project whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater.

Subcontractor	Trade	License No.
<u>N/A</u>		

CONTRACTING AGENCY	TYPE OF JOB	COMPLETED	DOLLAR AMOUNT
CA Dept. of Corrections	Installed 42,900sf of new single ply roofing	2011	\$368,850.00
State of CA, DGS	Installed new 60mil TPO roofing system	2011	\$426,200.00
Hawkins Dance Academy	Installed 18,500sf, new 60 mil TPO system	2012	\$50,050.00

\* Additional Project References are available upon request

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NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER, LEGALLY NOTORIZED AND SUBMITTED WITH BID

State of California )
County of Placer ) ss.

Trina Mahle being first duly sworn, deposes and says that he or she is President of California Single Ply, Inc. the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the price bid, or of that of any other Bidder, 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 bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid; and that the bid is not made in the interest of or on behalf of, any member of the Monterey City Council or any City officer or employee.

Signed: [Signature]

State of California )

County of Placer )

On August 26, 2013 before me, Monica A. Hutchison, Notary Public
DATE Here Insert Name and Title of the Officer
personally appeared Trina Mahle Name(s) of Signer(s)



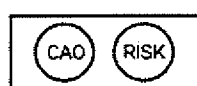
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s),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

(seal) [Signature]
Notary's Signature

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**DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

N/A

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

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

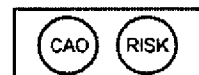
I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this 3rd day of September 2013 in Rocklin, CA County, California.

Signature

*Trina Mahle*  
Trina Mahle, President

Printed Name and Title

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**Local Hiring Requirement**

All Contractors who submit bids, or proposals, to construct or provide work on any City of Monterey Public Works project, or for any other Public Works construction, or improvement, on City property must comply with Monterey City Code Article 2 of Chapter 28, which sets forth the requirements regarding the Local Hiring Requirement for Public Works Projects. A copy of Monterey's Local Hiring Requirement Ordinance is available at the City Clerk's Office; Bidders are responsible for familiarizing themselves with the contents thereof before signing the certifications required below.

Among other requirements, this ordinance requires the Contractor to promise to make a good-faith effort to hire qualified individuals who are residents of the Monterey Bay Area (Monterey, Santa Cruz and San Benito Counties), in sufficient numbers so that no less than fifty percent (50%) of the Contractor's total construction work force, including subcontractor work force, measured in labor work hours, is comprised of Monterey Bay area residents. This same requirement applies to all subcontractors.

Every Bidder must complete and sign under penalty of perjury a Certification of Good-Faith effort to Hire Monterey Bay Area Residents, on the form provided, and submit said Certification with the sealed bid no later than the date and time of the bid opening. Bidder shall attach to the Certification documentary evidence supporting Bidder's promise to meet, or to make a good-faith effort to meet, the local hiring goal.

Contractor shall include in each and every subcontract relating to the project the requirement that the subcontractor promises to make a good faith effort to hire qualified individuals who are residents of the Monterey Bay Area. Contractor shall be responsible for subcontractor's compliance.

Prior to submitting bids, Bidders shall ensure that any and all subcontractors listed in their bids are not disqualified at that time pursuant to section 28-78 of the City ordinance referenced above. Prospective contractors may consult the list, available from the City Clerk, of contractors and subcontractors, if any, who are currently disqualified.

The local hiring requirement shall not apply under the following circumstances:

- (a) Whenever a state or federal law or regulation applicable to a particular contract prohibits the provisions of a local hire requirement; or
- (b) Whenever the City, in accordance with the requirements of the Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or
- (c) Whenever the City determines that a suitable pool of person providing specialized skills (an example would be marine-related pile drivers) does not exist locally for a specific public works project.

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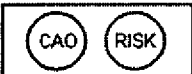


**Certification of Good-Faith Effort to Hire Monterey Bay Area Residents  
(Prime Contractor – To be Submitted with Bid)**

I, Trina Mahle, a licensed contractor, or responsible managing officer, of the company known as California Single Ply, Inc., do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the company on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

Signature *Trina Mahle*  
Trina Mahle, President  
Printed Name and Title  
September 3, 2013  
Date

Revised 10/02/12



N/A

**Certification of Good-Faith Effort to Hire Monterey Bay Area Residents  
(Subcontractor - To be Completed by Subcontractor After Bid is Awarded)**

I, \_\_\_\_\_, a licensed contractor, or responsible managing officer, of the company known as \_\_\_\_\_ do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the contractor on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

Revised 10/02/12



# Western Surety Company

Bond No.: N/A

## Bid Bond

**KNOW ALL PERSONS BY THESE PRESENTS**, That we California Single Ply, Inc.  
hereinafter referred to as the Principal, and **Western Surety Company** as Surety, are held and firmly bound unto City of Monterey  
hereinafter referred to as the Oblige, in the sum of Ten percent of amount bid (\$ 10 %), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Principal has submitted or is about to submit a proposal to Oblige on a contract for Monterey Sports Center Roof Repair

**NOW, THEREFORE**, if the said contract be awarded to Principal and Principal shall, within such time as may be specified; enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the damages which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

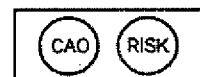
SIGNED, SEALED AND DATED this 26th day of August, 2013

California Single Ply, Inc.  
(Principal) (Seal)

By: [Signature]

Western Surety Company  
(Surety) (Seal)

By: [Signature]  
Monica A. Hutchison, Attorney-in-Fact



# Western Surety Company

Bond No. 929582745  
Premium: \$1,510.00

## PERFORMANCE BOND

**KNOW ALL PERSONS BY THESE PRESENTS**, That we California Single Ply, Inc., hereinafter referred to as the Principal, and **Western Surety Company** as Surety, are held and firmly bound unto City of Monterey, hereinafter referred to as the Obligee, in the sum of One hundred one thousand and 00/100 \*\*\*\*\* Dollars (\$ 101,000.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Principal has entered into an Agreement with the Obligee dated the 1st day of October 2013 for Monterey Sports Center Roof Repair

which Agreement is by reference made a part hereof, and is hereinafter referred to as the "Agreement".

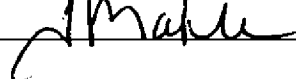
**NOW, THEREFORE**, if the Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect. The total amount of the Surety's liability under this bond shall in no event exceed the penal sum hereof.

**ANY PROCEEDING**, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within one year after Contractor Default or within one year after the Contractor ceased working or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.


**NO RIGHT OF ACTION** shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

**SIGNED, SEALED AND DATED** this 8th day of October 2013

California Single Ply, Inc.  
(Principal)

By: 

Western Surety Company  
(Surety)

By:   
Monica A. Hutchison, Attorney-in-Fact

# Western Surety Company

Bond No. 929582745

Premium: Included

## PAYMENT BOND

**KNOW ALL PERSONS BY THESE PRESENTS**, That we California Single Ply, Inc., hereinafter referred to as the Principal, and **Western Surety Company** as Surety, are held and firmly bound unto City of Monterey, hereinafter referred to as the Obligee, in the sum of One hundred one thousand and 00/100 \*\*\*\*\* Dollars (\$ 101,000.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Principal has entered into an Agreement with the Obligee for Monterey Sports Center Roof Repair copy of which Agreement is by reference made a part hereof.

**NOW, THEREFORE**, if the Principal shall, in accordance with applicable Statutes, promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Agreement, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived then this obligation to be void, otherwise to remain in full force and effect.

No suit or action shall be commenced hereunder

- (a) After the expiration of one (1) year following the date on which Principal ceased work on said Agreement it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

**SIGNED, SEALED AND DATED** this 8th day of October, 2013

California Single Ply, Inc.  
(Principal)

By: [Signature]

Western Surety Company  
(Surety)

By: [Signature]  
Monica A. Hutchison, Attorney-in-Fact

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Placer }

On August 26, 2013 before me, Jason Michael Theis, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Monica A. Hutchison  
Name(s) of Signer(s)



Place Notary Seal Above

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.

Signature Jason Michael Theis  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee s
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

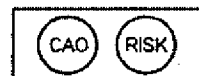
Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Placer }

On October 8, 2013 before me, Jason Michael Theis, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Monica A. Hutchison  
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.  
Signature [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

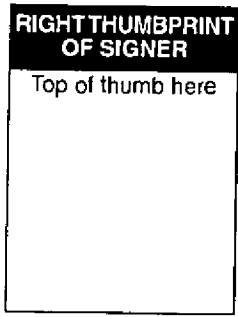
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

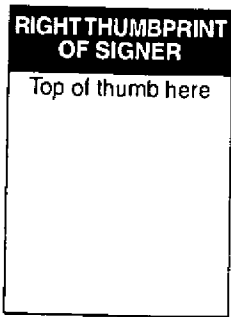
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Placer }

On October 8, 2013 before me, Jason Michael Theis, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Monica A. Hutchison  
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  
Signature [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

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### Description of Attached Document

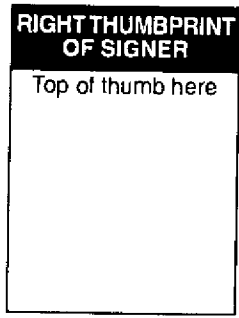
Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

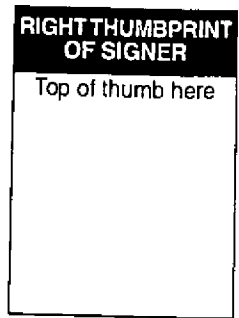
### Capacity(ies) Claimed by Signer(s)

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Stephen D Bender, David K Johnson, Monica A Hutchison, Edward Johnson, Individually**

of Roseville, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of October, 2012.



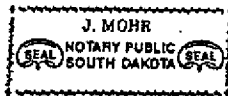
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha. } ss

On this 19th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2015



J. Mohr  
J. Mohr, Notary Public

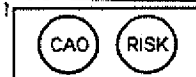
CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26th day of August, 2013.



WESTERN SURETY COMPANY

L. Nelson



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Stephen D Bender, David K Johnson, Monica A Hutchison, Edward Johnson, Individually**

of Roseville, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of October, 2012.



WESTERN SURETY COMPANY

*Paul T. Brufat*

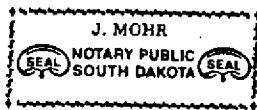
Paul T. Brufat, Vice President

State of South Dakota }  
County of Minnehaha } ss

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My commission expires

June 23, 2015



*J. Mohr*

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of October, 2013.

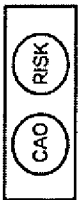
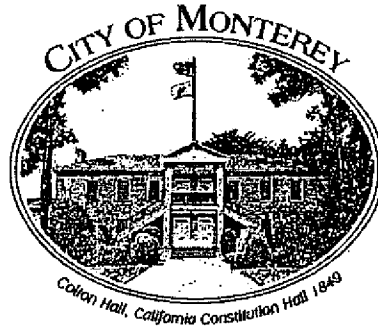


WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**CITY OF MONTEREY  
DEPARTMENT OF PLANS AND PUBLIC WORKS**



**SPECIFICATIONS**

**FOR**

**Monterey Sports Center Roof Repair**

This is a Capital Improvement Project

APPROVED FOR CONSTRUCTION BY:

  
General Services Superintendent

DATE: 8/1/13

Master Specification Revision 3/19/12

Project Specification Revision \_\_\_\_\_



**CITY OF MONTEREY  
DEPARTMENT OF PUBLIC WORKS  
MONTEREY, CALIFORNIA**

**NOTICE TO CONTRACTORS**

Sealed proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 p.m. September 4, 2013, at which time they will be publicly opened and read in the City Council Chambers, for furnishing all material, labor, and equipment for the construction of the Monterey Sports Center Roof Repair project in Monterey, California, in accordance with these plans and specifications.

In general, the work consists of re-roof preparation, installation of new one layer of fire retardant (FR) base membrane over the existing roof and new 60 Mil white Carlisle PVC single ply membrane, or approved equal, over the new FR membrane. Also, included are necessary fastening, necessary flashing caulking and sealing and miscellaneous work shown on the plan and outlined in these specifications for a weather tight complete in placed roof system for the Natatorium, Hallway(portion) and Lobby/cricket of the Monterey Sports Center.

At the time of the bid opening, the successful Bidder must be legally entitled to perform contracts requiring a Class B or C39 Contractor's license. Any Bidder or contractor not so licensed shall be subject to all penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

**MANDATORY PRE-BID MEETING**

There will be a mandatory pre-bid meeting on August 26<sup>th</sup> at 9:00 A.M. at job location, 301 E. Franklin St., Monterey Ca 93940. This meeting is to allow bidders to review and inspect conditions of work. Failure to arrive on time may result in your bid being deemed non-responsive and will result in rejection of bid.

**PREVAILING WAGES**

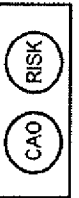
Local prevailing wage rates shall be paid in accordance with Sections 1770 and 1773, as amended, of the Labor Code. Local wage rates may be obtained from City of Monterey, Capital Projects Office, 353 Camino El Estero, Monterey, CA, (831-646-3997) or the Director, Department of Industrial Relations, State of California, 455 Golden Gate Avenue, San Francisco, California (415-703-4774). Any Bidder contractor awarded a public works contract that uses a craft or classification not in the general prevailing wage determinations may be required to pay the wage rate most closely related in the general determinations, effective at the time of the call for bids.

**SPECIFICATIONS AND BID FORMS**

Specifications, including instructions to Bidders and all necessary contract documents and forms, may be obtained at the office of the Administrative Services Center, Revenue Desk, 735 Pacific Street, City of Monterey, California for a fee of \$10. Submit bid forms in sealed envelopes marked on the outside with time and date of bid opening and the work for which the bid is submitted.

**BID BOND**

Cash, a certified check or cashier's check, payable to the order of the City of Monterey, or a satisfactory bid bond, in original form (no fax or photocopy shall be accepted), executed by the Bidder and an acceptable surety in an amount equal to ten percent (10%) of the bid amount shall be submitted with each bid.



**BID VALIDITY**

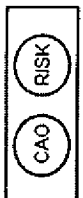
No Bidder may withdraw their bid for a period of sixty (60) days from the date of opening of the bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the contract.

**BID REJECTION**

The City reserves the right to reject any or all bids as the best interests of the City may dictate and, to the extent permitted by law, waive any irregularity in any bid.

**UNBALANCED BID**

In conformance with Section 2-1.10 of the Standard Specifications, bids which are obviously unbalanced may be rejected. For the purposes of this section, an unbalanced bid is one that (a) has unit prices based on nominal prices for some items of work and enhanced unit prices for other items of work, and (b) the amount and manner in which the unit prices are distributed is not reflective of the true cost to perform the work. Any unbalanced bid may be rejected by the Public Works Director whether or not the result of the unbalanced bid increases the cost of the project to the City.



**INTERPRETATION OF SPECIFICATIONS**

Should a Bidder be in doubt as to the true meaning of any item in the Plans or Specifications or should Bidder discover items containing discrepancies or omissions, the Engineer shall be immediately notified. All requests for interpretations must be submitted ninety-six (96) hours before bid opening. If found necessary, interpretation or correction will be made by written addendum, a copy of which will be sent to each planholder. Such addenda are to be considered as part of the contract documents, and the Bidder shall acknowledge this condition by listing each addendum by number in his proposal. The Engineer shall not be held responsible for any oral interpretations or instructions. No addenda can be issued less than 72 hours before bid opening without an accompanying bid time extension. The Engineer reserves the right to make decisions on extending the bid period.

**DEFINITIONS**

For the purposes of this document, the following definitions shall apply:

**CITY:**

The term City refers to and indicates the City of Monterey, Monterey County, State of California.

**ENGINEER OR CITY ENGINEER:**

The term Engineer or City Engineer refers to and indicates the Public Works Director of the City of Monterey or his duly authorized representative.

**BIDDER:**

Party submitting a bid for consideration by the City of Monterey.

**CONTRACTOR:**

The term Contractor refers to and indicates the party or parties contracting to perform the work to be done in pursuance of this contract and the specifications.

**COUNCIL OR CITY COUNCIL:**

The City Council of the City of Monterey.

**PLANS:**

The project plans referred to herein.

**SPECIAL PROVISIONS:**

Part IV of these Specifications.

**SPECIFICATIONS:**

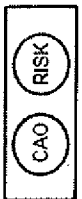
This document, in its entirety.

**STANDARD SPECIFICATIONS:**

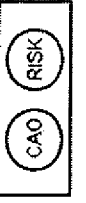
Specifications entitled "State of California, Department of Transportation, Standard Specifications", of latest publication on file in the office of the City Clerk of the City of Monterey.

**STANDARD PLANS:**

Plans entitled "State of California, Department of Transportation, Standard Plans", of latest publication.



Revised 10/02/12





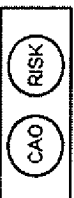
**Monterey Sports Center Roof Repair**

**CITY OF MONTEREY**

**PROPOSAL SCHEDULE OF QUANTITIES & PRICES**

To the Honorable City Council  
 City of Monterey  
 City Hall  
 Monterey, California

The undersigned declares to have carefully examined the location of the proposed work, that the Specifications (Shop Drawings) as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Specifications (Shop Drawings) for the lump sums and unit prices set forth in the following schedule:



**BID SCHEDULE**

<u>Item No.</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Amount</u>
<b><u>BASE BID:</u></b>				
1	n/a	Ls	Mobilization and Demobilization	\$ _____
2	n/a	Ls	Natatorium Re-roofing	\$ _____
<b>Total Base Bid :Items 1 through 2</b>				<b>\$ _____</b>
<b><u>ADDITIVE ALTERNATE BIDS:</u></b>				
3	n/a	Ls	Hallway (portion) Re-roofing	\$ _____
<b>Total Base Bid plus additive bid 3: Items 1 through 3</b>				<b>\$ _____</b>
4	n/a	Ls	Lobby/Cricket Re-roofing	\$ _____
<b>Total Base Bid plus additive bid 3-4: Items 1 through 4</b>				<b>\$ _____</b>

Bid Item Description

This section covers details of individual items of the Bid Schedule to insure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

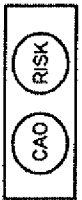
Lump Sum Price Breakdown

Immediately after award of the contract, the contractor shall submit a cost breakdown list to the Engineer for all Lump Sum Bid items. The list shall consist of major elements of work that make up the item and shall be used for determining progress pay estimates.

ITEM DESCRIPTIONS: (SCOPE)

Following are approximate roof areas.

Natatorium Roof - 12,400 SF  
Hallway (portion) Roof - 600 SF  
Lobby Roof/Crickets - 1,200SF



Quantities included herein are approximate only, Contractor shall be responsible to field verify dimensions and areas. No additional compensation shall be paid to the Contractor thereto.

**Mobilization and Demobilization**

Payment of this item shall be on a lump sum basis. The lump sum cost shall include, but not limited to mobilization to the project site, bond, insurance and preparatory work necessary for performance as described in these Specifications. Payment for this item is contingent to submittal and approval of schedule of values, construction schedule, and materials submittal. This item also includes necessary daily and final clean-up and demobilization.

**Natatorium Re-roofing**

Payment of this item shall be on a lump sum basis. The lump sum price shall include all labor, materials and equipment for the re-roofing of the Natatorium. Work includes, but not limited to re-roofing preparation, re-roofing and other miscellaneous work necessary for a complete in placed and weather tight roofing system as described in the Plans and Specifications

**Hallway (portion) Re-roofing**

Payment of this item shall be on a lump sum basis. The lump sum price shall include all labor, materials and equipment for to re-roofing portion of the Hallway as shown on the Plans. Work includes, but not limited to re-roofing preparation, re-roofing and other miscellaneous work necessary for a complete in placed and weather tight roofing system as described in the Plans and Specifications

**Lobby/Cricket Re-roofing**

Payment of this item shall be on a lump sum basis. The lump sum price shall include all labor, materials and equipment for the re-roofing of the Lobby /Cricket as shown on the Plans. Work includes, but not limited to re-roofing preparation, re-roofing and other miscellaneous work necessary for a complete in placed and weather tight roofing system as described in the Plans and Specifications

Ancillary Items

Payment for any items that do not have instruction indicating where expenses for said items are to be

accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefore.

Bid Clarification

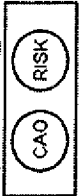
Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Base Bid, Items 1 through 2.

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

Unit and lump sum prices shall be for items in place, including all labor, materials, equipment, taxes, and incidentals necessary for a complete job.

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Monterey does not, expressly or by implication, agree that the actual amount of work will correspond therewith but reserves the right to increase or decrease the amount of work by twenty-five percent (25%) or to omit portions of the work as may be deemed necessary by the Engineer.



Bidders may withdraw or revise their bid personally, or upon a written or telegraphic request, or by FAX (the City's FAX number is 646-3702), at any time prior to the hour set for the opening of bids, but not thereafter; however, the City shall not accept faxed copies of bid bonds, affidavits or any other documents where an original document or signature is required by these Specifications. Bids may not be withdrawn for a period of sixty (60) days after the date set for the opening of bids. At the time of award the successful Bidder must be legally entitled to perform contracts requiring a C39 License.

The Noncollusion Affidavit and Local Hire Certification included in this document shall be executed and submitted with each bid,

**DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS**

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. \_\_\_\_\_, Class: \_\_\_\_\_, Expiration date: \_\_\_\_\_.

**FAILURE TO PROVIDE THIS INFORMATION AND SIGNATURE MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE OR WILL RESULT IN REJECTION OF BID.**

The foregoing information is true and correct and is executed under penalty of perjury in \_\_\_\_\_ County, California, ON \_\_\_\_\_, 201\_\_.

Name of Firm:  
Address:  
Telephone:  
Email:

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized)

Revised 10/02/12

to execute the declaration on its behalf.

Signature

Printed Name and Title

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

**ADDENDA**

**DATE RECEIVED**

1. \_\_\_\_\_

\_\_\_\_\_

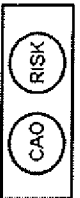
2. \_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

The Bidder shall list below jobs of a similar nature completed by Bidder's organization within the past three years:



Contracting Location Agency	Type Of Job	Date Completed	Dollar Amount
--------------------------------	-------------	----------------	---------------

The Bidder shall list below any subcontractors proposed to be used on this project whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

<u>Subcontractor</u>	<u>Trade</u>	<u>License No.</u>
----------------------	--------------	--------------------


**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER, LEGALLY NOTORIZED AND SUBMITTED WITH BID**

State of California )  
 ) ss.  
County of \_\_\_\_\_ )

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



Signed: \_\_\_\_\_

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

) ss.

On \_\_\_\_\_ before me, \_\_\_\_\_  
DATE Here Insert Name and Title of the Officer  
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 persons(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.

(seal)

Notary's Signature

Revised 10/02/12

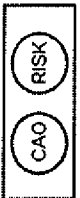
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**DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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



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

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

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ County, California.

Signature

Printed Name and Title

Revised 10/02/12

**Local Hiring Requirement**

All Contractors who submit bids, or proposals, to construct or provide work on any City of Monterey Public Works project, or for any other Public Works construction, or improvement, on City property must comply with Monterey City Code Article 2 of Chapter 28, which sets forth the requirements regarding the Local Hiring Requirement for Public Works Projects. A copy of Monterey's Local Hiring Requirement Ordinance is available at the City Clerk's Office; Bidders are responsible for familiarizing themselves with the contents thereof before signing the certifications required below.

Among other requirements, this ordinance requires the Contractor to promise to make a good-faith effort to hire qualified individuals who are residents of the Monterey Bay Area (Monterey, Santa Cruz and San Benito Counties), in sufficient numbers so that no less than fifty percent (50%) of the Contractor's total construction work force, including subcontractor work force, measured in labor work hours, is comprised of Monterey Bay area residents. This same requirement applies to all subcontractors.

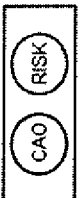
Every Bidder must complete and sign under penalty of perjury a Certification of Good-Faith effort to Hire Monterey Bay Area Residents, on the form provided, and submit said Certification with the sealed bid no later than the date and time of the bid opening. Bidder shall attach to the Certification documentary evidence supporting Bidder's promise to meet, or to make a good-faith effort to meet, the local hiring goal.

Contractor shall include in each and every subcontract relating to the project the requirement that the subcontractor promises to make a good faith effort to hire qualified individuals who are residents of the Monterey Bay Area. Contractor shall be responsible for subcontractor's compliance.

Prior to submitting bids, Bidders shall ensure that any and all subcontractors listed in their bids are not disqualified at that time pursuant to section 28-78 of the City ordinance referenced above. Prospective contractors may consult the list, available from the City Clerk, of contractors and subcontractors, if any, who are currently disqualified.

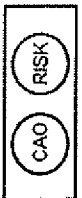
The local hiring requirement shall not apply under the following circumstances:

- (a) Whenever a state or federal law or regulation applicable to a particular contract prohibits the provisions of a local hire requirement; or
- (b) Whenever the City, in accordance with the requirements of the Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or
- (c) Whenever the City determines that a suitable pool of person providing specialized skills (an example would be marine-related pile drivers) does not exist locally for a specific public works project.



**Certification of Good-Faith Effort to Hire Monterey Bay Area Residents  
(Prime Contractor – To be Submitted with Bid)**

I, \_\_\_\_\_, a licensed contractor, or responsible managing officer, of the company known as \_\_\_\_\_ do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the company on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.



Signature

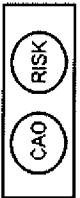
Printed Name and Title

Date



**Certification of Good-Faith Effort to Hire Monterey Bay Area Residents  
(Subcontractor – To be Completed by Subcontractor After Bid is Awarded)**

I, \_\_\_\_\_, a licensed contractor, or responsible managing officer, of the company known as \_\_\_\_\_ do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the contractor on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.



Signature

Printed Name and Title

Date



GENERAL PROVISIONS  
NON-STREET RELATED PROJECTS (FORMAL BID-\$60,000 and over)

Rev. 3/19/2012

PROPOSAL REQUIREMENTS

EXAMINATION OF PLANS, SPECIFICATIONS AND CONTRACT OF WORK

The bidder is required to thoroughly examine the Proposal, Plans, Specifications and Contract Form (see Part III, Page 3) for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the requirements of the specifications, special provisions, and the contract. It is mutually agreed that submission of the proposal shall constitute prima facie evidence that the bidder has made such examination.

BID PROPOSALS

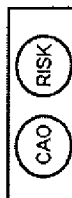
Proposals to receive consideration shall be submitted in accordance with the following instructions:

- (a) The proposal shall be made upon the form provided therefor with all items filled out. The completed form must be without interlineations, alterations, or erasures.
- (b) Each bid shall be accompanied by cash, a cashier's check, a certified check, a bidder's bond in original form executed by the bidders and an acceptable surety, or any negotiable instruments in original form that are not cancellable amounting to ten percent (10%) of the bid, payable to the City of Monterey. The amount so posted shall be forfeited to the municipality if the bidder does not, within fifteen (15) days after written notice that the contract has been awarded to said bidder, enter into a contract with the municipality for the work.

The City shall have the right to hold all bid bonds until award of the contract. However, the Finance Director may order the return of all bid bonds except that of the two (2) lowest bidders prior to the award.

ACTIONS ON PROPOSALS

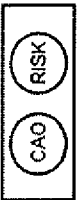
- (a) Award of Contract. The contract shall be awarded, if an award is made, to the lowest responsible bidder as defined in Part II – Bid Clarification – of these specifications, within thirty (30) days from the date bids are publicly opened, examined, and declared unless a longer bid validity period is specified in the Special Provisions. If the award is not made within the specified period, then all of the bids submitted shall be deemed to have been rejected by the legislative body.
- (b) Execution of Agreement: A contract shall not be deemed to have been made between the Contractor and the City of Monterey until all of the following steps have been completed:
  - (1) Award of the contract by the City Council.
  - (2) Execution of a written agreement by the Contractor within fifteen (15) days after



written notice that the contract has been awarded to said Contractor.

- (3) Delivery by the Contractor to the City of Monterey of the faithful performance and labor and materials bonds required herein.

Contractor shall execute a written agreement with the City of Monterey on the form set forth herein.



**C O N T R A C T (Formal Bid)**  
**(Project Name)**

THIS AGREEMENT, made and entered into this day of , 201\_, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred as the "City", and \_\_\_\_\_ hereinafter referred to as the "Contractor";

**WITNESSETH:**

WHEREAS, the Council of the City has awarded a contract to the Contractor for performing the work hereinafter mentioned in accordance with the sealed proposal of said Contractor:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment, and transportation necessary for. Work is to be as set out in Plans and Specifications on file in the Office of the City Engineer and in the Contractor's Proposal attached hereto, dated \_\_\_\_\_, in an amount not to exceed \$, plus a sum of up to 10% for such contingencies as the Assistant City Manager deems appropriate.
2. TIME OF PERFORMANCE. The work under this contract shall commence \_\_\_\_\_ and shall be completed \_\_\_\_\_.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.



This contract shall consist of the following documents, each of which is on file in the office of the City Clerk of said City, and all of which are incorporated herein and made a part hereof by reference thereto:

- (A) This Agreement
- (B) Accepted Proposal
- (C) Plans and Specifications
- (D) Resolution of Award of Bid
- (E) Performance Bond
- (F) Affidavit of Non-Collusion
- (G) Certificate(s) of Good Faith Effort to Hire Local Residents
- (H) Labor and Material Bond
- (I) Current City of Monterey Business License
- (J) Debarment and Suspension Certification

IN WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first above written.

Awarded by Monterey City Council  
on  
Res.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

CITY OF MONTEREY:

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
City Clerk

CONTRACTOR:

By: \_\_\_\_\_

\_\_\_\_\_  
Title

BONDS

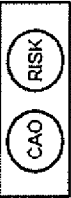
The Contractor, at the time of signing and executing the contract shall execute and file with the City a performance bond to the satisfaction and approval of said City, in a sum of not less than one hundred percent (100%) of the amount of the contract conditional upon the faithful performance of the contract.

The surety needs to be an admitted carrier in California with a valid surety license and posses a minimum rating from A. M. Best Company of A-VII. The Surety and/or co-sureties should be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds shall be on a joint and several basis.

Contractor shall also, at the time of signing and executing the contract, file with the City a public works labor and materials bond in the amount of one hundred percent (100%) of the contract price. Said bond is to meet with the approval of the City Attorney of the City of Monterey.

Notwithstanding the above, the Contractor may substitute adequate securities for any bond called for under the provisions of these Specifications as set forth in Public Contracts Code Section 22300. Alternate security substitutions shall be submitted to the City no later than ten (10) days after written notice that a contract has been awarded to allow processing an escrow agreement for in lieu security.

The Contractor shall, within fifteen (15) days after written notice that a contract has been awarded to him, deliver the contract with his signature affixed thereto, together with the required bonds, to the City.



**SCOPE OF WORK**

GENERAL

The work to be done consists of furnishing of all labor, materials, methods and processes, implements, tools, and machinery except as otherwise specified, which are necessary and required to complete the contract.

The intent of the plans and specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the best quality are to be used.

REMOVAL OF OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character to the construction called for in these specifications, if and as required by the Engineer.

If archeological items or hazardous wastes are discovered during construction operations Contractor shall cease operations in those areas and Contractor shall immediately notify the Engineer.

CHANGES

The Engineer reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any items or portion of the work, as may be deemed by the Engineer to be necessary or advisable, and to require such extra work as may be determined by the Engineer to be necessary for the proper completion or construction of the whole work contemplated.

DAMAGES TO EXISTING FACILITIES

The Contractor shall be held responsible for any damages to existing facilities, utilities, other public facilities or private property caused by Contractor's operations. Where the work calls for cutting into or disturbing existing materials, the Contractor shall patch or repair the existing to a neat, finished product. This shall include touch-up paint or repair of the existing finish which was disturbed, and repair to the same structural capacity as the existing facility.

FINAL CLEANING UP

Upon completion and before making application for acceptance of the work, the Contractor shall clean the area of the work and all ground occupied by him/her in connection with the work, of all rubbish, excess materials, temporary structures, and equipment; and all parts of the work shall be left in a neat and presentable condition.

**CONTROL OF THE WORK**

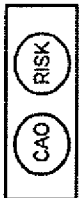
AUTHORITY OF THE ENGINEER

The Engineer shall answer any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to claims and compensation. The Engineer's decision shall be final and the Engineer shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these specifications, plans, and the special provisions, the Contractor shall apply to the Engineer for such further explanations as may be necessary, and shall conform to such explanation or interpretation as part of the contract, so far as may be consistent with the intent of the original specifications. In the event of doubt or question relative to the true meaning of the specifications, reference shall be made to the City Manager, or his designee, whose decision thereon shall be final.

PLANS AND SPECIFICATIONS

These specifications, the plans, special provisions, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all; they are intended to be cooperative, to describe, and to provide for a complete job.



Shop drawings or plans for any item not included in the plans furnished by the Engineer shall be furnished by the Contractor for approval by the Engineer before any work involving these plans is performed unless approval is waived in writing by the Engineer.

It is mutually agreed, however, that approval by the Engineer of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of the working plans with the approved plans and specifications.

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plan or drawing after the same has been approved by the Engineer, except by direction of the Engineer.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

#### ALTERNATIVE EQUIPMENT

While certain of these specifications may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.

The Contractor may request, in writing, permission from the Engineer to use equipment of a different size or type in place of the equipment specified.

The Engineer, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the Engineer that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified.

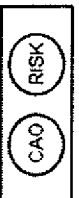
#### SAFETY PROVISIONS

The Contractor shall conform to all local, state and federal rules and regulations pertaining to safety. Furnished equipment, material and services shall comply with all OSHA Standards and regulations and all applicable governmental laws and orders. The Contractor shall post an OSHA poster in a conspicuous location at the job site, as required by law.

#### CONTRACTOR TO BE ON WORK

The Contractor shall be constantly on the work during its progress or shall be represented by a foreman who is competent to receive and carry out instructions which may be given by the proper authorities, and the Contractor shall be held liable for the faithful observance of any lawful instructions of the Engineer not in conflict with the contract, and which may be delivered to the Contractor, his/her superintendent, foreman, or other representatives on the work.

The Contractor shall provide and maintain an office in the City of Monterey near the site of the work and shall allot such space to representatives of the Engineer as is required for proper keeping of records and plans of work, if required in the Special Provisions.





Whenever the Contractor is not present on any part of the work where it may be desired to give direction, orders will be given by the Engineer in writing, and shall be received and obeyed by the superintendent or foreman in charge of the particular work in reference to which orders are given.

The Contractor shall place on record at the office of the City Engineer, and keep current, the name of the Contractor's representative and the phone number at which contact can be made at such times that the representative is not at the work site (such as after working hours and on holidays and weekends) to respond to City requests to correct safety and other problems that may arise in connection with the work.

#### LINES, GRADES, DISTANCES AND MEASUREMENTS

All distances and measurements necessary for construction are given and will be made in a horizontal plane.

Finished surfaces in all cases shall conform with the lines, grades, cross-sections and dimensions shown on the approved plans. Deviations from the approved plans, as may be required by the exigencies of construction, will be determined in all cases by the Engineer and authorized in writing.

#### INSPECTION OF WORK

The Engineer shall at all times have access to the work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials used and employed in the work.

When the work provided and contemplated by the contract shall have been satisfactorily completed and the final cleanup performed, the Engineer will make the final inspection.

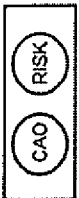
#### CONTRACTOR'S RESPONSIBILITY FOR WORK

All work which is defective in its construction or deficient in any of the requirements of these specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

The inspection of the work shall not relieve the Contractor of any obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked or approved by the Engineer and accepted or estimated for payment.

All work done beyond the lines and grades shown on plans or established by the Engineer, or any extra work done without written authority, will be considered as unauthorized and will not be paid for. Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed. The cost of removing, replacing, or repairing said defective or unauthorized material may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

Until the formal acceptance of the work by the City (as constituted by the filing of the Notice of



Completion), the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by the acts of the federal government or the public enemy.

Should the City elect to occupy a facility before acceptance, the City will send the Contractor a letter designating which portions of the work will be occupied/utilized, and the Contractor shall be relieved from maintenance and from the responsibility of injury and damage to this work. However, any guarantees will not begin until acceptance of the entire project, and the Contractor shall retain responsibility for making good defective work or materials.

#### GUARANTEES

All materials supplied and all work done under this contract shall be guaranteed by the Contractor for a period of one (1) year from the date of acceptance by the City of Monterey. Upon receipt of notice from the Engineer of failure of any part of the guaranteed materials during the guarantee period, the affected parts shall be replaced promptly and at the expense of the Contractor.

The Contractor shall maintain the faithful performance bond in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said faithful performance bond for a similar bond in the amount of twenty (20) percent of the original bond.

#### **CONTROL OF MATERIALS**

##### APPROVAL OF SOURCE OF SUPPLY OF MATERIALS

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination by the Engineer.

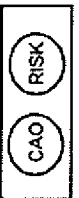
##### ACCEPTANCE AND APPROVAL OF MATERIALS

The Contractor shall furnish without charge such samples of materials and tests of materials as are requested by the Engineer.

No material shall be used until it has been approved by the Engineer.

All tests of materials ordered by the Engineer and made by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods of tests as are prescribed in these specifications.

All materials not conforming to the requirements of these specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approved in



writing by the Engineer.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to remove and replace defective material. The cost of removing, replacing or repairing said defective or unauthorized material may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and its catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, provided that the burden of proof as to the quality and suitability of alternatives shall be upon the Contractor who shall furnish all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and that decision shall be final.

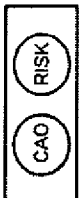
METHODS OF SAMPLING AND TESTING

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under these specifications shall be in accordance with the latest Standards and tentative Methods of the A.S.T.M., UBC Standards, or other testing methods and standards as applicable.

**PROSECUTION AND PROGRESS**

PROSECUTION OF WORK

If at any time in the opinion of the Engineer, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing shall be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Engineer, within the time specified in such notice, the Engineer in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City may designate. Upon such suspension, the Contractor's control shall terminate, and thereupon the Engineer or duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery and appliances, tools, and equipment and buy or rent such additional materials and supplies at the Contractor's expense as may be necessary for the proper construction of the work and for the completion thereof; or may employ other parties to carry the contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for in such manner as the City may deem proper; or the City may annul and cancel the contract and re-let the work or any part thereof. Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and his/her sureties, who will be liable therefor. In the event of such suspension, all money due the Contractor or retained under the terms of this contract shall be forfeited to the City, but such forfeiture will not release the Contractor or sureties from liability for failure to fulfill the contract. The Contractor and the sureties will be credited with the amount of money so forfeited toward any



excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Manager shall be binding on all parties to the contract.

DELAYS BY CITY

Any act of, or any omission of anything required to be done by the City, its officers, agents or employees which shall cause the Contractor delay in the completion of the work shall be a ground for extension of time on the part of the Contractor to complete the work but shall give the Contractor no damages for such delay.

TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work wholly or in part, for such period as the Engineer may deem necessary due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as Engineer may deem necessary due to the failure on the part of the Contractor to carry out Engineer's orders or to perform any provisions of the work. The Contractor shall immediately obey such order of the Engineer and shall not resume work until ordered in writing by the Engineer.

**MEASUREMENT AND PAYMENT**

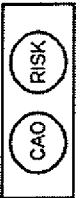
Attention is directed to Section 9 of the Standard Specifications on file in the office of the City Engineer, the provisions of which shall govern unless other and conflicting provisions are set forth in these specifications and/or the special provisions.

The Contractor shall accept the compensation, as herein provided, as full payment for furnishing all labor, materials, tools, equipment and incidentals necessary to the completed work and for performing all work contemplated, and embraced under the contract; also for loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the City, and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for completing the work according to the plans and specifications.

PROGRESS PAYMENT

The Contractor may, once each month, make an estimate, in writing, of the total amount of work done to the time of such estimate, the value thereof, and request payment for that work.

Upon approval of the progress payment request, the Engineer shall cause to be paid to the Contractor the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when, in the Engineer's judgment,



the total value of the work done since the last estimate amounts to less than one thousand dollars (\$1,000.00).

Except as set forth in the following paragraph, the Engineer shall retain five percent (5%) of the value of the materials so estimated to have been furnished and delivered and unused, or furnished and stored as aforesaid, as part security for the fulfillment of the contract by the Contractor. The Engineer shall also retain five percent (5%) of the value of all work done.

The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the City, by depositing approved securities of equivalent value with the City or in an escrow account with an approved bank in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director (Treasurer), whose decision on valuation of the securities shall be final.

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

FINAL PAYMENT

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall promptly make such inspection, and when the work is found to be acceptable under the contract and the contract fully performed, shall file a Notice of Completion as set forth in Part III, Page 8 herein.

Final payment, including all sums kept or retained as herein before specified as partial security for the fulfillment of the contract, shall be paid promptly by the City after expiration of the lien period (see California Civil Code § 3179 et seq.), providing there are no disputes arising from the performance of the contract or the amount due.

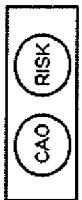
**LEGAL RESPONSIBILITIES AND RELATIONS TO THE PUBLIC**

LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Monterey which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

All work shall comply in every respect with all the governing laws, regulations, and ordinances of the City of Monterey, which shall be considered for the purpose of contract to which these specifications refer, a part thereof. The Contractor shall give to the proper authorities all necessary notices relative to the work, and shall obtain and pay for all such permits, licenses, notices, inspections, or tests required as part of the contract price. All permits issued by the City for work done under this contract shall be issued at no charge.

Contractors shall be licensed in accordance with the laws of this state and of the City of Monterey and should Contractor not possess appropriate licenses, this contract shall be voidable and the



Contractor subject to penalties.

HOURS OF LABOR

The Contractor shall forfeit as penalty to the City of Monterey, fifty dollars (\$50.00) for each laborer, worker or mechanic required or permitted to labor in violation of the provisions of the Labor Code, and in particular, Sections 1810 and 1815 thereof, inclusive.

LABOR DISCRIMINATION

No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, and every contractor for public works violating this Section is subject to all the penalties imposed for a violation of Chapter 1 of Part VII, in accordance with the provisions of Section 1735 of the Labor Code.

PENALTY FOR PREVAILING WAGE VIOLATION

The Contractor and any subcontractor under him shall forfeit, as a penalty to the City of Monterey, fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates (as hereinafter stipulated) for any work done under the subject contract by him, or by any subcontractor hired by him, in violation of the California Labor Code, and, in particular, Sections 1770 to 1780 thereof, inclusive. The Contractor shall post the prevailing wage rates at the job site in an area visible to the workers.

APPRENTICES ON PUBLIC WORKS

The Contractor shall comply with the provisions of Chapter 1 of Division 2 of the California Labor Code as amended. Contractors and their subcontractors shall furnish proof of one of the following for apprenticeship trades:

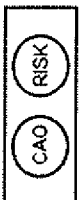
1. Copies of letters to the Joint Apprenticeship Committee
2. Documentation showing they are covered by local apprenticeship standards
3. Certificate of exemption from the 1 to 5 ratio, from the Division of Apprenticeship Standards.

SUBLETTING AND ASSIGNMENT

The Contractor shall give personal attention to the fulfillment of the contract and shall keep the work under control.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract and specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Engineer, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.



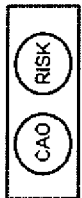
The contract may be assigned only upon the written consent of the City Council.

EMPLOYEES

All workmanship shall be fully up to the highest standard of modern construction and practice. The employment of labor shall comply with the prevailing local labor conditions and the Contractor shall employ only competent, careful, orderly persons upon the work. If at any time it shall appear to the Engineer that any person employed upon the work is incompetent, careless, reckless, or disorderly, or disobeys or evades orders and instructions, such person shall be immediately discharged and not again employed upon the work.

PATENTS

If any material, composition, process, method of construction or any other thing called for or required by the plans and specifications or used in the work is covered by letter patent, all royalties and expenses thereof, all litigation thereupon, or anything whatsoever which may develop as a cost from the use of such materials, composition, process, method, or any other thing which is covered by letter patent, shall be borne by the Contractor.



RIGHT OF PROPERTY

Nothing in the contract shall be construed as vesting the Contractor with any right of property in the materials furnished and used in the work herein provided for after they have been attached to the work and have become an integral portion of the work herein provided. All such materials shall, upon their becoming an integral part of the work herein provided, be and remain, the property of the City of Monterey.

INCREASED FORCE

In case of emergency involving danger to life or property, continuous work with increased force may be required by the Engineer.

LIABILITIES

Right of general supervision by the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons or to public or private property arising from the Contractor's execution of the work shall not be lessened because of such general supervision.

PUBLIC CONVENIENCE AND SAFETY

Attention is directed to Section 7-1.09, "Public Safety" of the Standard Specifications for the provisions relating to the Contractor's responsibility for providing for the convenience and safety of the public in connection with his operations. Standard Specifications are on file in the office of the City Engineer.

Contractor is to notify the Engineer of the start date and construction schedule at least nine (9) calendar days prior to the planned start of construction.

The Contractor shall conduct his operations as to cause the least possible inconvenience to public

traffic. The Contractor shall provide traffic control devices or personnel where necessary in conformance with good traffic safety standards. The Contractor shall provide sufficient warning signs or devices to give adequate notice to the public of dangerous or changed conditions existing during construction.

The City Engineer shall determine the adequacy of said devices and, in cases of dispute, his determination shall be final.

If the City is required to provide traffic direction, signs or devices, due either to failure of the Contractor to so provide or in case of emergency, the City shall charge Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

PRESERVATION OF PROPERTY

Attention is directed to Sections 7-1.11, 7-1.12 and 8-1.10 of the Standard Specifications. Due care shall be exercised to avoid injury to existing street improvements or facilities, utility facilities, adjacent property and roadside trees and shrubbery that are not to be removed.

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

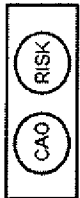
EXCAVATIONS - COMPLIANCE WITH LABOR CODE SECTION 6705

Contractor shall comply with California Labor Code Section 6705 which provides that prior to the commencement of excavation of any trench or trenches more than five (5) feet in depth, Contractor shall submit to the Engineer 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 the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

Plans must be submitted to the Engineer at least five (5) working days prior to the commencement of excavation. If said plans are not submitted five (5) days prior to the commencement of said excavation, the City shall not be liable to Contractor for any delay in work caused by delinquent submission of said plans.

Contractor shall furnish a copy of permit obtained in compliance with California Division of Industrial Safety Construction Safety Orders Section 1503 "Permits for Excavations, Trenches, Construction (Building Structure, Scaffolding or Falsework), and Demolition".

Trenching of more than four feet (4') below the surface shall require the Contractor to promptly notify the Engineer if unknown hazardous wastes, subsurface or latent physical site conditions different from those indicated or unusual site conditions are encountered, and inform the City as to its duty to investigate those conditions. The Contractor may file for a change order for any conditions different from those indicated.





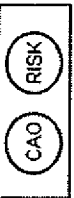
**SPECIAL PROVISIONS**

**GENERAL**

In general, the work consists of re-roof preparation, installation of new one layer of fire rated (FR) base membrane over the existing roof and new 60 Mil white Carlisle PVC single ply membrane, or approved equal, over the new FR including necessary fastening, necessary flashing caulking and sealing and miscellaneous work shown on the plan and outlined in these specifications for a weather tight complete in placed roof system for the Natatorium, Annex room and Lobby/cricket of the Monterey Sports Center.

**SPECIFICATIONS & SCHEMATICS(Shop Drawings)**

The work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications insofar as the same may apply, and in accordance with these specifications. In case of conflict between the **Standard Specifications**, **Standard Plans**, and these **Special Provisions** and the **Schematic** the order of precedence shall be as follows:



**Special Provisions** shall take precedence over **Schematics** and the **Schematics** shall take precedence over **Standard Specifications** and **Standard Plans**. These **Special Provisions** shall also take precedence over conflicting portions of the "General Provisions, Part III" of these project specifications.

**REGULATIONS**

The Contractor and all subcontractors shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work; safety and hiring/employment practices. These authorities include but are not limited to:

1. International Building Code (latest edition as adopted by the City of Monterey).
2. California Building Code (latest edition as adopted by the City of Monterey).
3. California Mechanical Code (latest edition as adopted by the City of Monterey).
4. Occupational Safety and Health Administrative Code

Nothing in the Specifications and Schematics shall be construed to permit work not conforming to the above regulations and codes.

**TIME LIMITS**

The Contractor shall submit bonds or alternative security and evidence of insurance that conforms to the contract within fifteen (15) calendar days after award of the contract by the City Council.

A Notice to Proceed will be issued upon receipt of the foregoing documents. The Contractor shall begin work within fourteen (14) calendar days after the effective date of the Notice to Proceed.

The Contractor shall diligently prosecute the contract to completion on or before the expiration of Ninety (90) calendar days from the effective date of the Notice to Proceed.

All time extension shall be requested and approved by the Project Manager and shall be issued through a

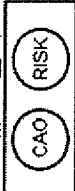
Revised 10/02/12

Change Order.

**LIQUIDATED DAMAGES**

Unless stated otherwise in the Special Provisions, it is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration or the time limit as set forth in these specifications, damage will be sustained by the City of Monterey and that it is and will be difficult or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Monterey the sum of **\$1200.00** (One thousand two hundred dollars) per day for each and every day's delay beyond the time prescribed to complete the work or the actual damages ascertained, whichever will be greater; and the Contractor agrees to pay such liquidated damages as herein provided; and in case the same are not paid, agrees that the City of Monterey may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that, in case the work called for under the contract is not finished and completed in all part and requirements within the time specified, the City shall have the right to extend the time for completion of the contract or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or surety and to deduct from the final payment of the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses during the period of such extension, except that the cost of final measurements and preparation of final estimate shall not be included in such charges.



The contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the causes of delay, who shall ascertain the facts and the extent of delay, and his findings of the facts thereon shall be final and conclusive. "Unusually severe weather" means that which is considered outside the normal average for the Monterey area as determined by historical weather records. The Contractor will not receive a time extension for normal or below normal precipitation.

**LICENSES AND PERMITS**

Prior to the execution of any contractual agreements, the successful Bidder shall obtain a City of Monterey Business License, and all applicable permits (except Coastal Zone Conservation permits) for construction. City permits shall be issued at no charge, except for construction parking permits. Parking permits are \$10/day (meter space) and \$5/day (non-meter space) for dashboard permits (for commercial vehicles only). Contractor to obtain paper permits from the Parking Division at 646-3953.

**SITE INSPECTION**

It shall be the Contractor's responsibility to inspect the site and become thoroughly familiar with all aspects of the work to be done.

The submission of a bid shall be conclusive evidence that the Bidder has investigated the site and is thoroughly satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed; the quantity of materials to be furnished; and as to all the requirements of these specifications.

It shall be the Contractor's responsibility to be aware of surface and subsurface drainage conditions that may exist at the site. The Contractor is further responsible for work necessary to rectify any resulting drainage problems; labor, materials, equipment, and incidentals necessary to achieve the solution shall be borne by the Contractor.

Revised 10/02/02

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**PAYMENT**

The unit and lump sum prices paid shall be full compensation for completing the contract and shall include all labor, materials, equipment, taxes, and incidentals for a complete job, and no separate or additional compensation shall be made therefore. A seven percent (7%) interest is to be paid on undisputed claims if payment is not made by the sixtieth (60) day after claim is submitted.

**INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by City), protect and hold harmless, the City of Monterey, its officials, officers, employees, agents, and representatives from and against any and all claims [including, without limitation, claims for bodily injury or death (including but not limited to Contractor, persons employed by Contractor, persons acting on behalf of Contractor, and third parties) or damage to property], demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs, and expenses (including, without limitation, reasonable attorneys' fees, disbursements, and costs, and all other professional, expert, or Contractors' fees and costs) of every kind or nature arising out of connection with or relating to any work or activities of Contractor (or Contractor's contractors or subcontractors) any) conducted under this Agreement or arising out of the failure on Contractor's part to perform their obligations under this agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of the City, except for those claims which arise out of the active negligence, sole negligence, or willful misconduct of the City of Monterey.



Notwithstanding the provisions of the above paragraph, Contractor agrees to assume all risk and to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Contractor or Contractor's employees, contractors, representatives, patrons, guests, or invitees.

Contractor further agrees to indemnify City for damage to or loss of City property arising out of or in connection with Contractor's work associated with this Agreement or arising out of any act or omission of Contractor or any of Contractor's employees, agents, contractors, representatives, patrons, guests, or invitees; excepting such damage or loss arising out of the negligence of the City.

**BONDS:**

The Contractor, at the time of signing and executing the contract shall execute and file with the City an initial performance bond to the satisfaction and approval of said City, in the amount of \$100,000 (One Hundred Thousand Dollars) conditional upon the faithful performance of the contract.

The surety needs to be an admitted carrier in California with a valid surety license and possess a minimum rating from A. M. Best Company of A- VII. The Surety and/or co-sureties should be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds shall be on a joint and several basis.

Contractor shall also, at the time of signing and executing the contract, file with the City a public works payment and materials bond in the amount of \$50,000. Said bond is to meet with the approval of the City Attorney of the City of Monterey.

Notwithstanding the above, the Contractor may substitute adequate securities for any bond called for under the

provisions of these Specifications as set forth in Public Contracts Code Section 22300. Alternate security substitutions shall be submitted to the City no later than ten (10) days after written notice that a contract has been awarded to allow processing an escrow agreement for in lieu security.

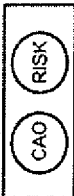
The Contractor shall, within fifteen (15) days after written notice that a contract has been awarded to him, deliver the contract with his signature affixed thereto, together with the required initial bonds, to the City.

Contractor shall be required to submit additional performance and payment bond for project work order more than \$100,000. Additional bonds shall be submitted 14 days after execution of work orders. Additional bonds shall be paid as percent of cost as described in Part II of the specifications.

The Contractor shall maintain the faithful performance bond in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said faithful performance bond for a similar bond in the amount of 50% of the total actual contract amount.

**INSURANCE**

Without altering or limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:



1. Contractor's Commercial General Liability Insurance including but not limited to personal injuries, bodily injuries, premises/operations, completed operations/products, contractual liability, independent contractors (if any part of the work is to be subcontracted), broad form property damage and cross-liability coverage with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. Course of Construction or Builder's Risk Insurance for the completed value of the project with no coinsurance penalty provisions. Contractor may submit evidence of builders risk insurance as evidence of course of construction coverage.
3. Commercial Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000.
4. Workers' Compensation Insurance in accordance with California Labor Code section 3700 for employer's liability in an amount not less than \$1,000,000 per occurrence. Workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

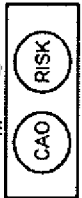
**Other Insurance Requirements**

1. All insurance required under this Agreement must be written by an insurance company either:
  - Admitted to do business in California with a current A.M. Best rating of no less than A:VI; or
  - An insurance company with a current A.M. Best rating of no less than A:VII.

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

2. Each insurance policy required by this Agreement shall be endorsed to state that City of Monterey shall be given notice in writing at least thirty days in advance of any change, cancellation, or non-renewal thereof.

3. The general liability and auto policies shall:
  - Provide an endorsement naming the City of Monterey, its officers, officials, and employees as additional insureds under an ISO CG 20 10 11 85 or equivalent.
  - Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the City.
  - Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01.
  - Provide a waiver of any subrogation rights against the City.
4. Prior to the start of work under this Agreement, Contractor shall file certificates of insurance and endorsements evidencing the coverage required by this agreement with the City department contact and such must be acceptable to the City Risk Management Office. Contractor shall file a new or amended certificate of insurance and requisite endorsements promptly after any change is made in any insurance policy which would alter the information on the certificate and/or endorsements then on file.
5. Neither the insurance requirements hereunder, nor acceptance or approval of Contractor's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Contractor's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Contractor is financially liable for its indemnification obligations under this Agreement.
6. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
7. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
8. Contractor shall either (1) require each of its subcontractors to procure and to maintain during the life of its subcontract, Commercial General Liability Insurance, Automobile or Vehicle Liability Insurance and Workers' Compensation Insurance of the type and in the amounts specified above, or; (2) insure the activities of its subcontractors in its policies. Prior to commencement of any work by any subcontractor, Contractor shall file certificates of insurance and endorsements evidencing the coverage required by this paragraph with the City department contact and such evidence of insurance must be acceptable to the City Risk Management Office. Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate and/or endorsements then on file.



**INTERPRETATION OF SPECIFICATIONS**

Should a Bidder be in doubt as to the true meaning of any item in the Schematics or Specifications or should Bidder discover items containing discrepancies or omissions, the Engineer shall be immediately notified. All requests for interpretations must be submitted seventy-two (72) before bid opening. If found necessary, interpretation or correction will be made by written addendum, copy of which will be sent to each plan holder. Such addenda are to be considered as part of the contract documents, and the Bidder shall acknowledge this condition by listing each addendum by number in his proposal. The Engineer shall not be held responsible for any oral interpretations or instructions.

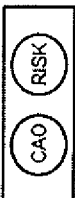
**PUBLIC SAFETY AND PROTECTION OF THE WORK**

The Contractor shall furnish, erect and maintain such fences, barricades, guards, lights and other devices as are necessary to prevent accidents and avoid damage to the construction work or injury to the public. No separate payment shall be made for such work. If in the opinion of the Engineer, adequate barricades or warning devices are not maintained by the Contractor, the City may furnish and erect same and charge the Contractor therefor. Attention is directed to Sections 7-I.08 "Public Convenience" and 7-I.09, "Public Safety", of the Standard Specifications published by the State of California Department of Transportation.

**CONSTRUCTION PROCEDURE**

An outline of the proposed construction procedure shall be submitted by the Contractor to the Engineer for review and shall obtain his approval before beginning work. The Engineer will be especially interested in:

- 1) Minimizing any interruption to use of driveways (no more than 4 hour interruption). Any interruption more than 4 hours shall be prearranged with the Engineer. Residence occupant shall be notified a written notice a minimum of 24 hours in advance.
- 2) Minimizing any hazard to the general public.
- 3) There shall be no work on weekends, City's recognized holidays, and between 7:00 P.M. and 8:00 A.M. on weekdays. A list of City's recognized holidays is available upon request.
- 4) Re-roofing for the Hallway (portion) shall only be completed if weather forecast shows a 10 consecutive day of no rain. If this portion of work is not completed due to weather, contractor shall complete this work in April 2014.



Traffic control requirements cited elsewhere in these Specifications must be considered in the construction procedure submitted to the Engineer.

**TRAFFIC CONTROL**

Traffic control shall conform to the provisions of Section 12, "Construction and Traffic Control Devices" of the Standard Specifications and CalTrans Manual of Traffic Controls.

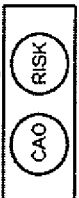
A traffic control plan shall be submitted to the Engineer for approval prior to construction. Contractor shall notify all emergency services, affected residences, or businesses, and the Capital Projects Division Office (phone 831-646-3997) 48 hours in advance as to proposed closures and alternate routes available.

The following shall be incorporated into the traffic control plan:

- a. Two (2) travel lanes shall be open during non-working hours.
- b. At least one (1) travel lane shall remain open during working hours. Flagpersons or other appropriate traffic control devices, as approved by the Engineer shall be used during periods of one-way travel.
- c. Access to driveways shall be left open unless work is actually being performed in areas fronting the driveway. All driveways shall be accessible during non-working hours. See Construction Procedure elsewhere in these specifications.

The Contractor will be required to prepare a Quality Control Plan. This plan shall include, as a minimum, the following:

1. A description of the quality control procedures, including a chart showing lines of authority and acknowledgement that the Contractor shall implement the control system for all aspects of the work specified and shall report to the project manager or someone higher in the Contractor's organization.
2. The name, qualifications, duties, responsibilities, and authorities of each person assigned a QC function.
3. A copy of the letter to the Engineer signed by an authorized official of the firm which describes the responsibilities and delegates the authority to implement the QC plan shall be furnished.
4. Procedure for scheduling and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.
5. Control testing procedures for each specific case. Note that in the case of federally-funded projects, QC testing must be performed by the city by a CalTrans-certified lab.
6. Reporting procedures including proposed reporting formats.



QC Plan Implementation

- a. Preconstruction Meeting. During the pre-construction meeting, a mutual understanding of the CQC system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's management with the Engineer's inspection. Minutes of the meeting shall be prepared by City staff, and be signed by both the Contractor and the Engineer. The minutes shall become a part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understandings.
- b. General. After issuance of the Notice to Proceed, and prior to the start of construction, the Contractor shall furnish, for acceptance by the Engineer, the Contractor Quality Control (CQC) Plan with which he proposes to implement the requirements of Contract Clause entitled "Construction Quality Control". The plan shall identify personnel, procedures, instructions, records, and forms to be used. If the Contractor fails to submit an acceptable QC plan within the time herein prescribed, the Engineer may refuse to allow construction to start if an acceptable interim plan is not furnished.
- c. Control of Materials, Tests, and Inspections. As listed below, and noted elsewhere in the specifications but not limited to the following items, the Quality Control Plan will include the dates for the Contractor to furnish certificates for product, or product test compliance, shop drawings or catalog cuts and requests for inspection or review.

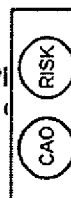
- (1) Tests and Inspections:  
Roofing system and installation  
Roofing Seams
- (2) Materials and Materials Certification:  
Fire Retardant Base membrane  
Roofing Materials  
Anchors and screws  
Sealant  
Flashing Material

(3) Daily Reports

The Contractor shall provide copies of daily reports which describe the work performed, weather conditions, personnel and equipment on site, and quality control activities performed.

The Contractor will not be paid for work prior to Engineer reviewing and approving daily reports for the period of time payment is requested.

- d. Acceptance of Plan. Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Engineer reserves the right to require the Contractor to make changes in the CQC plan and operations as necessary to obtain the quality specified.
- e. Notification of Changes. After acceptance of the QC plan, the Contractor shall notify the Engineer in writing of any proposed change. Proposed changes are subject to acceptance by the Engineer.
- f. Testing and Certification. The Contractor shall pay for all tests and inspections as required by the Plans and Specifications. The Contractor shall furnish certification of materials being used, upon request of the Engineer, without additional charge.



**CONTRACT SPECIFICATIONS AND PLANS**

The Contractor will be supplied with five sets of plans and specifications at no expense. One of these sets of plans is to be used for the purpose of recording as-built conditions. Additional sets will be furnished on request at the cost of reproduction. The work shall conform to the contract plans and specifications, all of which form a part of the contract documents and are available in the office of the City Engineer, City Hall, Monterey, California.

**PROTECTION OF PRIVATE PROPERTY**

Private property grounds and facilities, if damaged or removed because of the Contractor's operations, shall be restored or replaced to same or better than the original condition and located in the same position and alignment as is reasonably possible. Contractor shall comply with the applicable portions of Sections 7-1.11 and 7-1.12 of the Standard Specifications.

**DUST CONTROL**

The Contractor shall minimize dust generation from the jobsite and shall spray the site with water or dust palliative as required, in accordance with Section 10 of the Standard Specifications.

**ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS**

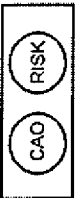
Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes that apply to the project and any work performed pursuant to the contract. City Code Chapter 31.5 states,

*"No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water."*



Contractor shall employ erosion prevention and sediment control construction site management practices that result in the following outcomes:

- No deposit or discharge of sediment from the construction area onto adjacent properties or into waterways and related natural resources in excess of those that occur through natural processes;
- No deposit of mud, soil, sediment, concrete washout, trash, or other similar construction-related material onto public rights of way and private streets, and into the City's stormwater system and related natural resources, either by direct deposit, dropping, discharge, erosion, or tracking by construction vehicles, in excess of those that occur through natural processes. Any such discharge shall be cleaned-up at the end of the current work shift in which the deposit occurred, or at the end of the current workday, whichever comes first.
- No exposure of graded areas and stockpile areas to stormwater run-on. Run-on shall be controlled by diversion structures such as dikes, secondary containment or covers.
- No runoff from graded areas or stockpile areas containing sediments. Runoff containing sediment shall be captured in secondary containment structures and either treated to remove sediments prior to discharge or infiltrated on-site.
- From October 15 to April 15, soil stabilization of graded areas shall be in place in any portion of the site where construction activities have temporarily or permanently ceased.
- No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; and
- All hard-surfaced areas are to be swept regularly and free of dirt and construction debris such that the surface of the pavement is clearly visible at all locations.



Best Management Practices (BMPs) for construction sites include, but are not limited to: spill prevention and control measures; solid waste containment; concrete waste management; proper vehicle and equipment cleaning, fueling, and maintenance; erosion control measures. Detailed procedures for each of these activities can be found in the *California Storm Water Best Management Practice Handbooks* (<http://www.cabmphandbooks.org/construction.asp>), the *Caltrans Storm Water Quality Handbooks, BMP Guidance Series* by Monterey Regional Storm Water Management Program, and the *Erosion and Sediment Control, Field Manual* by San Francisco Bay Regional Water Quality Control Board. Referenced documents are available for viewing at the City of Monterey Public Works Office at City Hall.

Activities to be performed by Contractor from October 15 to April 15 include, but are not limited to:

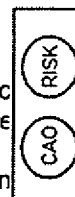
- Contractor shall maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of destroyed vegetative cover, and by repair of erosion and sediment control measures and other protective measures.

- Contractor shall inspect the following areas at least once every seven (7) calendar days and within 24 hours prior to any predicted storm:
  - Disturbed areas of the construction site,
  - Areas that have not been finally stabilized,
  - Areas used for storage of materials exposed to precipitation, and
  - Areas where vehicles exit the site

Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

- Areas noted above shall be inspected for evidence of, or the potential for,
  - Erosion, or
  - Sediments entering waterways or the drainage system, or
  - Pollutants entering waterways or the drainage system.

Erosion and sediment control measures shall be observed to ensure that they are operating correct. Discharge locations or points shall be inspected to ascertain whether erosion control measures are effective in preventing degradation of receiving water quality in violation of receiving water quality standards. Locations where vehicles exit the site shall be inspected for evidence of offsite sediment tracking.



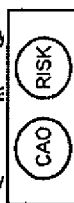
- Deficiencies observed during inspections shall be noted and rectified before the end of the workday.

**TREE PROTECTION REQUIREMENTS**

The following standards are established pursuant to Section 37-2.5 of the Monterey City Code, which states:

- These standards do not apply to unprotected trees or trees previously approved for removal.
- All cut, fill, and/or building foundations shall be located a minimum of 4.0 times the diameter of the tree away from the outside edge of the trunk of all trees scheduled for preservation. However, the minimum distance permitted shall be 6' - 0", away from the outside edge of the trunk for all trees of a trunk diameter less than 2' - 0". The diameter of a tree shall be measured at 4', 6" above the surrounding grade [Diameter at Standard Height (DSH)].
- All Protected Trees shall be marked with a spot of paint, or flagging and temporarily fenced during construction. The marking serves to notify City inspectors and workers that the tree is to be fenced at all times during construction. Fencing and marking shall be installed prior to the issuance of building or grading permits and shall be located at the edge of the root zone. The root zone is determined to be that area located out a distance 15 times the trunk diameter in all directions. At no time shall the fencing be located closer than 3' - 0" from the outside edge of the trunk or further than 3' - 0" away from the approved building wall line, foundation, retaining wall, or grade cut, whichever provides the greater distance from the tree trunk. Tree Protection Fencing (TPF) shall consist of 6' tall chain link on all commercial projects and 4' tall plastic snow fencing on residential projects and shall be rigidly supported and maintained during all phases of construction. Fenced areas shall not be used for material stockpile storage, vehicle parking, or dumping of materials, chemicals, or garbage. Fenced areas shall be maintained in a natural condition and not compacted. Removal of fencing shall only be approved by the City Forester.
- Prior to the start of construction, all Monterey Pine trees scheduled for preservation shall have the lower 8' - 0", sprayed with Astro or Dragnet and then wrapped with plastic to reduce the potential for infestation by Red Turpentine Beetles. The plastic wrap and spray are used to control beetle attacks and shall remain on the tree throughout the construction period.

- Utility and drain lines shall be located outside the TPA (Tree Protection Area) root zone of all trees scheduled for preservation. In cases where alternative routes are not available, utility conduit, pipe, wire and drain lines shall be tunneled under major roots. Major roots are determined to be those that exceed two (2) inches in diameter. In no case shall utility lines be permitted within 4.0 times the diameter of the trunk of any trees involved with construction unless the City Forester has approved with specific conditions in advance of work starting.
- Projects that involve properties with several trees and proposed developments may require the owner or contractor to hire a private Certified Arborist to inspect and monitor the construction work to guarantee that the tree protection guidelines are enforced and that the trees to remain are not damaged, or negatively impacted during any phases of work.
- All approved construction work within the root zone of trees scheduled for preservation shall observe the following minimum tree protection practices:
  - Hand trenching at point or line of grade cuts closest to the trunk to expose major roots 2" in diameter or larger. In cases where rock or unusually dense soil prevents hand trenching, mechanical equipment may be approved by the City Forester, provided that work is closely supervised to prevent tearing or other damage to major roots.
  - Exposed major roots shall be cut with a saw to form a smooth surface and avoid tears or jagged edges.
  - Absorbent tarp or heavy cloth fabric shall be placed over new grade cuts where roots are exposed and secured by stakes. 2" to 4" of compost or woodchip mulch shall be spread over tarp to prevent soil moisture loss. The tarp should be thoroughly wetted at least twice per week to insure constant moisture levels until backfilling occurs. In very dry climate conditions, additional watering may be required to maintain a constant moisture level. This program of watering shall be maintained through all phases of construction including delays and other periods of inactivity.
  - Decks located within the root zone of trees scheduled for preservation shall be of post and beam construction to eliminate any need for root pruning or removal.
  - On-grade patios or paving that cover more than one-third of the feeder zone of pine trees or oak trees shall be constructed of permeable materials that allow aeration and water penetration. Patios and paving shall be combined with any other non-permeable surface or structure for purposes of calculating the one-third coverage standard. A maximum 80% compaction for permeable surfaces shall be allowed. The paving design shall specify this restriction.
  - Planting beneath trees scheduled for preservation shall take into consideration watering requirements of the tree to prevent damage from over or under watering. Planting beneath native oak trees is of special concern and should be avoided. At a minimum, all new irrigation should be directed away from the trunks of oak trees. Installing lawn or other planting that requires frequent watering insures a slow death for oak trees due to their sensitivity to over watering and susceptibility to oak root fungus. Over-watering may also damage native pines.
- Failure to comply with these Tree Protection Standards is punishable by Civil penalty, including Citation and fines.
- All Tree Protection devices must be in place prior to issuance of a Building Permit. Please contact Robert Reid, City Forester, at 646-3860 for inspection to confirm Tree Protection or with any general tree preservation questions.



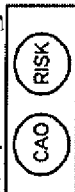
**TECHNICAL SPECIFICATIONS**

All work shall be in accordance with the California Building Code, all other applicable Codes and per manufacturer's direction and recommendations. All existing roof equipment, ducting, supply lines, conduits, ladder structures, and custom roof equipment shall remain unless otherwise shown on the plan or specified herein.

**NATATORIUM (POOL AREA)**

Preparation for the Natatorium re-roofing shall be; but not limited to the following:

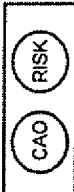
1. Remove and dispose of the existing continuous steel membrane secure bar from the base of all vertical wall surfaces.
2. Remove all existing traffic deck pads to provide smooth substrate. Existing deck pads shall be neatly stacked at a location directed by the Engineer.
3. Remove existing membrane from all cricket locations to expose the underlying insulation
4. Temporary removes and stacks existing counter-flashing along the base of all parapet walls, as needed, to extend new membrane under counter-flashing.
5. Cut the existing membrane around the base of all curbs, parapet walls and roof equipment needed for over-layment of new PVC membrane.
6. Clean surface of existing membrane of all loose foliage and debris.
7. Over exposed insulation at all cricket locations, install 1 layer of ¼" Denz Decking(4' x 8' sheets), or approved equal, secured over the existing crickets with Oly-Bond adhesive. Tr provide required substrate necessary for for gluing down new membrane due to the thick up of insulation at the cricket areas.



Application for new roof system shall be per manufacturer's recommendations and as follows:

1. Apply 1 layer of FR base membrane, 15/1000<sup>th</sup> mil thick, over the existing EPDM roof membrane as a separation sheet.
2. Re-roof over FR base membrane with 60 Mil (White) Carlisle PVC single ply membrane, or approved equal. Fasten new membrane to underlying steel roof deck with 8" screws and 2 3/8" barbed steel seam plates at 12" on center. Install 3' perimeter sheets around outside edges to meet wind uplift requirements.
3. Hot air weld new membrane at all field seams with automatic welder and hand weld all roof penetrations and details.
4. Incorporate each existing wood blocks( support of ducting legs, supply line pipes and access ladders) with the new PVC membrane. New PVC membrane and required wood block membrane components shall be incorporated by hand welding.
5. Furnish and install new Carlisle PVC, or approved equal, penetration flashing including pipe boots and split pipe boots and incorporate into new membrane by hand welding.
6. Provide and install all remaining Carlisle PVC membrane components, or approved equal, which include inside and outside corners, T-joint patch's, termination bar, caulking and sealants as needed to apply new roof system according to the manufacturer's recommendations.
7. Temporary remove and reinstall existing ducting support legs as needed to cover wood blocks with new membrane. Contractor shall provide temporary supports if existing ducting support legs are remove due to the roofing operations.
8. Temporary remove and reinstall existing rubber blocks under each ducting support leg as

- needed to apply new PVC membrane underneath. Reinstall each rubber block onto a protection pad.
9. Provide and install a new PVC pitch pan detail at cluster of supply line penetrations and support braces.
  10. Install new 24 gauge galvanized metal counter-flashing around base of large roof mounted unit (De-humidifier unit) to match existing or better. Shop drawing of the counter flashing shall be submitted for approval.
  11. Cover each existing hoist bracket with new PVC membrane to incorporate into new roof system.
  12. New membrane is to be extended up all unit curbs underneath existing metal curb caps.
  13. Reuse existing metal curb cap flashings at all HVAC units, Air Handling units and large custom roof mounted equipment. Metal cap flashing damaged during the construction operation shall be replaced by the Contractor equal or better than the existing.
  14. Provide and install protection pad or sleeper where supply line supports will be directly welded to the new membrane



**Portion of the Hallway (West end)**

Preparation for the Hallway re-roofing shall be; but not limited to the following:

1. Remove and dispose of the existing continuous steel membrane secure bar from the base of all vertical wall surfaces.
2. Cut the existing membrane around the base of all curbs, parapet walls and roof equipment as needed for over-layment of new PVC membrane.
3. Temporary removes and stacks existing counter-flashing along the base of all parapet walls, as needed, to extend new membrane under counter-flashing.
4. Clean surface of existing membrane of all loose foliage and debris.

Application for new roof system shall be per manufacturer's recommendations and as follows:

1. Apply 1 layer of FR base membrane, 5/1000<sup>th</sup> mil thick, over the existing EPDM roof membrane as a separation sheet.
2. Re-roof over FR base membrane with 60 Mil (White) Carlisle PVC single ply membrane, or approved equal. Fasten new membrane to underlying steel roof deck with 8" screws and 2 3/8" barbed steel seam plates at 12" on center. Install 3' perimeter sheets around outside edges to meet wind uplift requirements.
3. Hot air weld new membrane at all field seams with automatic welder and hand weld all roof penetrations and details.
4. Incorporate each existing wood blocks (support of ducting legs, supply line pipes and access ladders) with the new PVC membrane. New PVC membrane and required wood block membrane components shall be incorporated by hand welding.
5. Furnish and install new Carlisle PVC, or approved equal, penetration flashing including pipe boots and split pipe boots and incorporate into new membrane by hand welding.
6. Provide and install all remaining Carlisle PVC membrane components, or approved equal, which include inside and outside corners, T-joint patch's, termination bar, caulking and sealants as needed to apply new roof system according to the manufacturer's recommendations.

- 7. Cover existing vertical walls with new membrane and extend underneath existing cap metal
- 8. New membrane is to be extended up all unit curbs underneath existing metal curb caps.
- 9. Reuse existing metal curb cap flashings at all HVAC units, Air Handling units and large custom roof mounted equipment. Metal cap flashing damaged during the construction operation shall be replaced by the Contractor equal or better than the existing.

**Lobby Roof/Crickets**

Preparation for the Hallway re-roofing shall be; but not limited to the following:

- 1. Remove and dispose of the existing continuous steel membrane secure bar from the base of all vertical wall surfaces.
- 2. Cut the existing membrane around the base of all curbs, parapet walls and roof equipment as needed for over-layment of new PVC membrane.
- 3. Temporary removes and stacks existing counter-flashing along the base of all parapet wa needed, to extend new membrane under counter-flashing.
- 4. Clean surface of existing membrane of all loose foliage and debris.
- 4. Cut the existing membrane along clay tile transition and vertical walls as needed for over-layment of new PVC membrane.
- 5. Clean surface of existing membrane of all loose foliage and debris.
- 6. Remove two courses of the existing clay tile and continuous tie wire attachment as needed for along transition from cricket to sloped roof. Clay tile shall be carefully removed and stack for reuse.



Application for new roof system shall be per manufacturer's recommendations and as follows:

- 1. Apply 1 layer of FR base membrane, 5/1000<sup>th</sup> mil thick, over the existing EPDM roof membrane as a separation sheet.
- 2. Re-roof over FR base membrane with 60 Mil (White) Carlisle PVC single ply membrane, or approved equal. Fasten new membrane to underlying steel roof deck with 8" screws and 2 3/8" barbed steel seam plates at 12" on center. Install 3' perimeter sheets around outside edges to meet wind uplift requirements.
- 3. Hot air weld new membrane at all field seams with automatic welder and hand weld 4. 6. Provide and install all remaining Carlisle PVC membrane components, or approved equal, which include inside and outside corners, T-joint patch's, termination bar, caulking and sealants as needed to apply new roof system according to the manufacturer's recommendations.
- 4. Reinstall removed bottom continuous tie wire attachment and tie wire along transition
- 5. Reinstall existing clay tile back to original location. Broken tiles shall be replaced with new tiles. City shall furnish clay tile. If breakage of tile is due to Contractors mis-handling of tiles during removal, cost of tiles shall be deducted from the contract.
- 6. Reinstall existing counter-flashing back to the original location.

**Additional Work and Construction Change Order**

Per Engineer's determination following work maybe required. If these works are necessary to be completed, work shall be completed through an agreed cost or force account method (time and

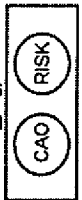
material). Work will be issued through a construction change order.

1. Additional sloping or building up of low spots or sagging areas
2. Installation of new Carlisle Traffic Pad at desired locations

**Quality Assurance, Testing and Clean-up:**

Contractor shall be responsible for quality assurance. Quality assurance shall include but not limited to the following:

1. Reinstall all existing counter-flashing back to the original location.
2. Inspect and probe all membrane seams and hand welding details for secure welds.
3. Inspect grounds for any loose debris generated during re-roof project including driveways and walkways around perimeter of building. Clean up and haul away all roofing debris from site.
4. Contractor shall be responsible to prepare the new roofing for testing. Contractor shall flood test new roof. Flood testing shall be for three (3) hours. Flood testing shall be monitored by the Contractor and shall be witnessed by the Engineer.

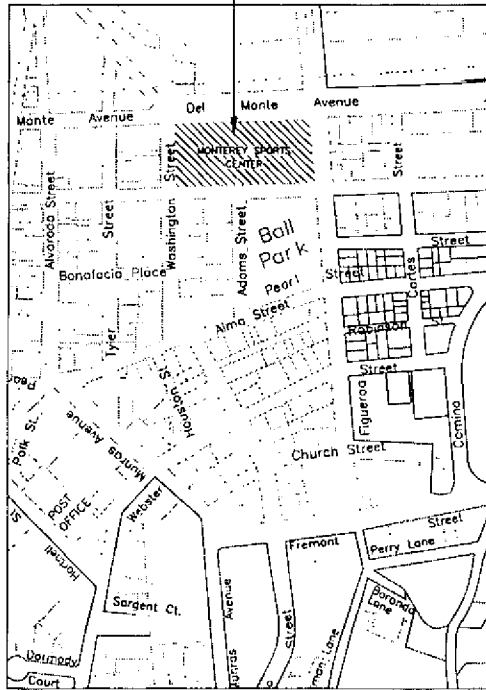


**Warranty**

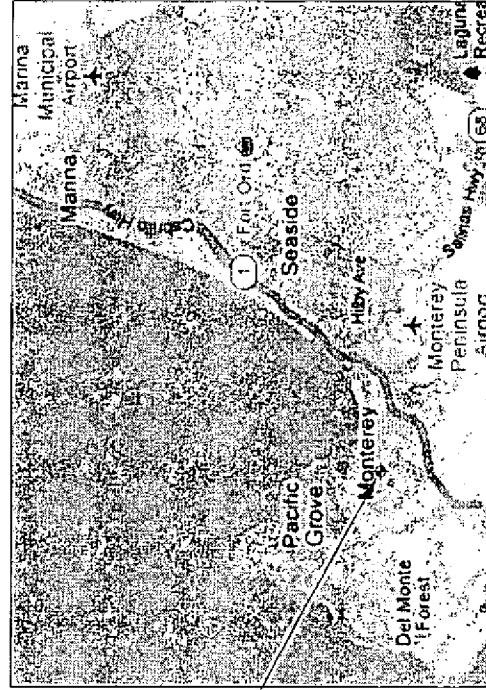
Contractor shall provide warranty (labor and material) for the new roof for a period of one year from the date of the Notice of Completion. In addition Contractor shall submit to the City a manufacturer material warranty for a period not less than fifteen years.

# MONTEREY SPORTS CENTER ROOF REPAIR

FOR USE IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND THE CALIFORNIA BUILDING CODE, 2010



SITE MAP



LOCATION MAP

PROJECT LOCATION

**GENERAL NOTES:**

- CONTRACTOR SHALL PROVIDE LABOR, MATERIAL, AND EQUIPMENT TO EXISTING AND COMPLETE THE PROJECT. WORK SHALL BE IN ACCORDANCE WITH THESE PLANS AND SPECIFICATION. ANY ALL OTHERS SHALL BE RESPONSIBLE TO THE CONTRACTOR.
- ALL MATERIALS TO BE USED ON THIS PROJECT SHALL BE SUBMITTED TO THE ENGINEER AND ALL MATERIALS SHALL BE APPROVED BY THE ENGINEER PRIOR TO THE MATERIALS BEING USED. ANY MATERIALS NOT APPROVED BY THE ENGINEER SHALL BE IMMEDIATELY REMOVED FROM THE JOB SITE.
- DURING CONSTRUCTION THE CONTRACTOR SHALL EMPLOY THE FOLLOWING STRUCTURES, EQUIPMENT, AND VEHICLES UNDER PROTECTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO EXISTING UTILITIES CAUSED AS A RESULT OF CONSTRUCTION OPERATIONS AND ALL REPAIRS SHALL BE MADE AT THE TIME OF THE WORK AND SHALL BE SUBJECT TO ACCEPTANCE BY THE ENGINEER.
- CONTRACTOR SHALL SCHEDULE A FINAL INSPECTION WITH THE ENGINEER UPON COMPLETION OF ALL WORK.
- ENGINEER SHALL APPROVE ANY AND ALL MODIFICATIONS TO EXISTING PLANS PRIOR TO EXECUTION OF WORK.
- CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT WORK WHEN DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE A MAINTENANCE SIGNAGE AT THE END OF EACH DAY. CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS FROM THE CITY OF MONTEREY PRIOR TO THE START OF WORK.
- CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS FROM THE CITY OF MONTEREY PRIOR TO THE START OF WORK.

**LEGEND & ABBREVIATIONS**

- NEW ROOF
- EXISTING AREA

**SHEET INDEX**

- SHEET NO.
- CONTRACT
- ROOF PLAN/SECTION VIEW
- ROOF DETAILS

**PARCEL INFORMATION**

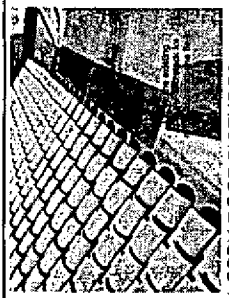
FACILITY NAME	ASSESSOR PARCEL NO.	SITES ADDRESS
MONTEREY SPORTS CENTER	081-01474	311 E. FERRIS BLVD. MONTEREY, CA 93940

DESIGNED BY: [Signature]  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 DATE: 12/13/13  
 PROJECT NO.: 13-001  
 SHEET NO.: 1 OF 3

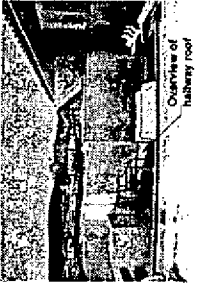
CITY OF MONTEREY  
 DEPARTMENT OF PLANS AND PUBLIC WORKS  
 APPROVED BY: [Signature]  
 DATE: 12/13/13  
 PROJECT NO.: 13-001

MONTEREY SPORTS CENTER ROOF REPAIR  
 COVER SHEET  
 CITY OF MONTEREY  
 SHEET NO.: 1 OF 3  
 PROJECT NAME: MONTEREY SPORTS CENTER ROOF REPAIR  
 DRAWING NO.: 13-001

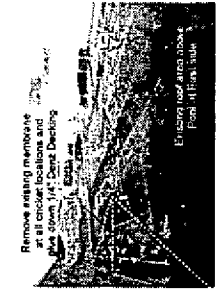
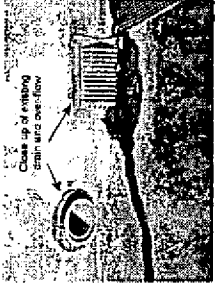
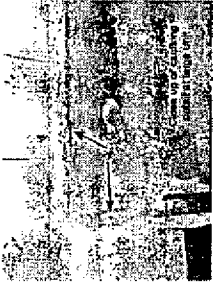
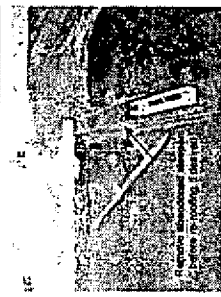
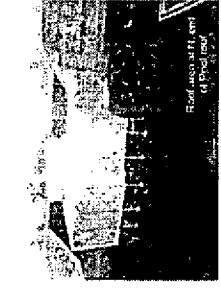
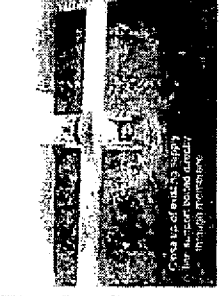
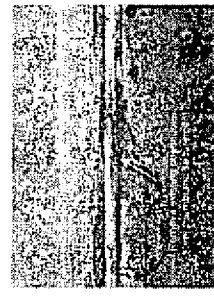
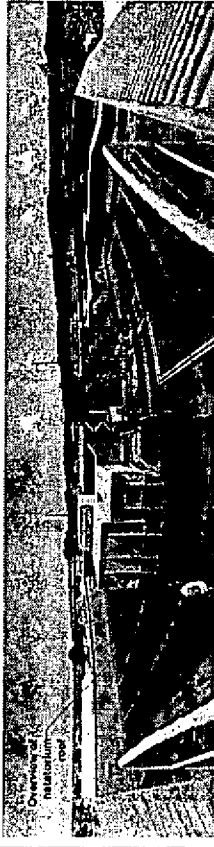




DETAIL 1 - LOBBY ROOF PICTURES

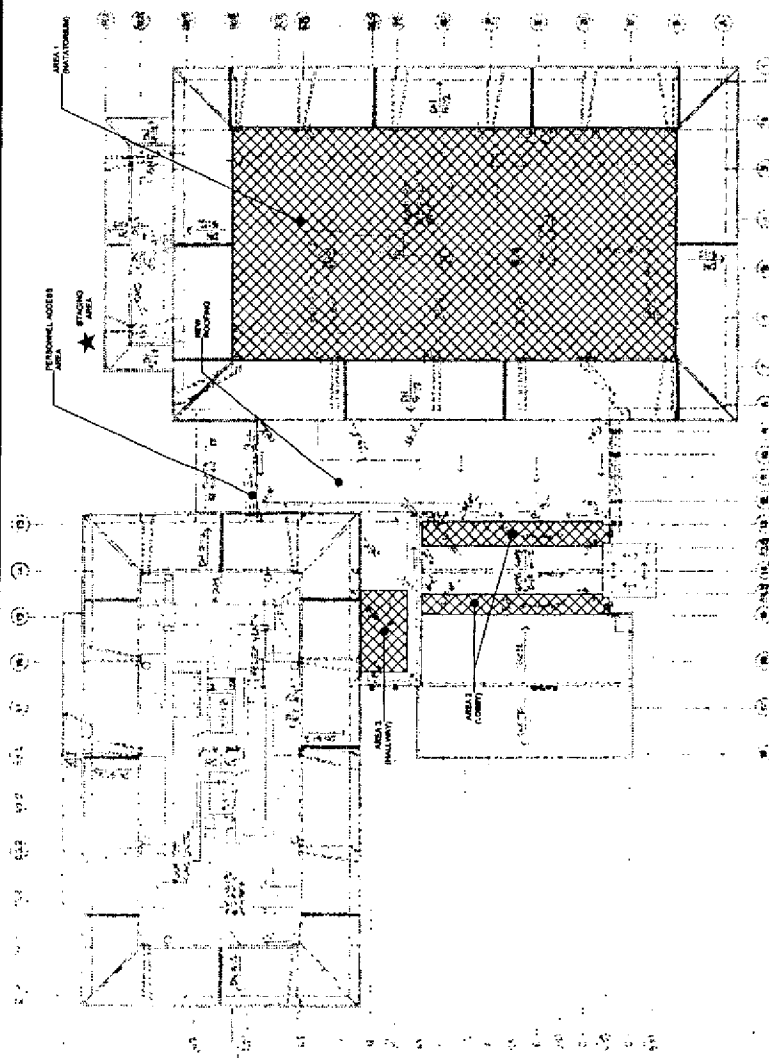


DETAIL 2 - HALLWAY ROOF PICTURES



DETAIL 3 - NATATORIUM ROOF PICTURES

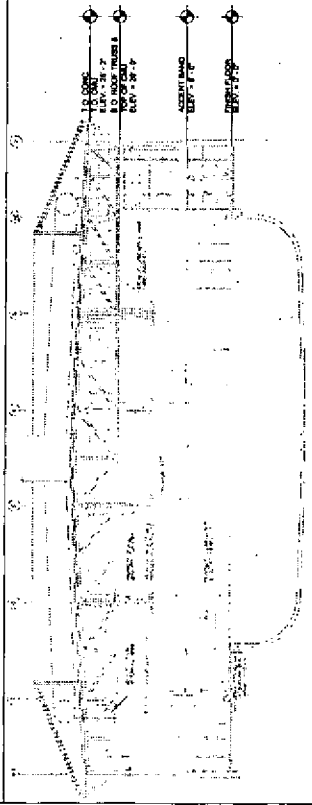
		CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS Approved by the City Engineer: _____ Date: _____		PROJECT NO. _____ DRAWING NO. _____ SHEET NO. 3 OF 3	
INSURANCE STATE OF CALIFORNIA LICENSE NO. _____	DESIGNER NAME: _____ FIRM: _____	DATE: _____	BY: _____ TITLE: _____	NO. _____	SHEET NO. 3 OF 3



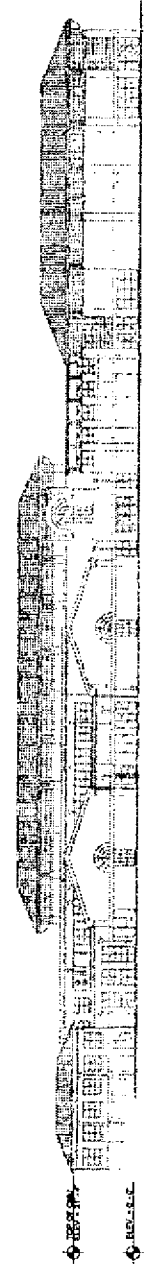
**ROOF PLAN VIEW**  
NOT TO SCALE

**NOTES**

1. FOLLOWING ARE APPROXIMATE SQUARE FOOTAGE OF AREAS TO BE RE-ROOFED:  
 AREA 1 (NATATORIUM) = 12,853 SF  
 AREA 2 (PORTION OF HALLWAY) = 1,043 SF  
 AREA 3 (LOBBY) = 470 SF
2. AREAS SHOWN ARE APPROXIMATE ONLY. CONTRACTOR SHALL BE RESPONSIBLE TO FIELD VERIFY QUANTITIES. NO ADDITIONAL COMPENSATION SHALL BE MADE. FOR QUANTITIES IN EXCESS OF THE APPROXIMATE AREAS SHOWN IN NOTE NO. 4.
3. CONTRACTOR SHALL PROTECT NEW ROOF DURING CONSTRUCTION. ONLY WALK ON DESIGNATED PATH. CONTRACTOR MAY INSTALL TEMPORARY WALK PAD NON-DESIGNATED AREA DURING CONSTRUCTION.
4. CONTRACTOR SHALL PROTECT ALL ROOF EQUIPMENT AND APPURTENANCES UNLESS DESIGNATED TO BE REMOVED AND REPLACED.
5. STAGING AREA SHOWN ON THE PLAN MAY BECOME UNAVAILABLE DURING CONSTRUCTION. STAGING AREA SHALL BE AS DETERMINED DURING CONSTRUCTION.
6. IF CRANE IS NEEDED TO LOAD MATERIALS TO THE ROOF, CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND GET PERMISSION FROM PBAE FOR CRANE ACCESS AND PARKING.
7. CONTRACTOR SHALL MINIMIZE INTERRUPTION TO THE BUILDING OPERATIONS.
8. DUCTING IN AREA 3 TO BE REMOVE BY OTHERS AND FIELD VERIFIED DURING THE PRE-BID MEETING.



**NATORIUM SECTION**  
NOT TO SCALE



**ROOF SOUTH ELEVATION VIEW**  
NOT TO SCALE

	CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS APPROVED FOR CONTRACTOR DATE: _____ CONTRACTOR: _____	MONTEREY SPORTS CENTER - ROOF REPAIR ROOF PLAN AND ELEVATION VIEW CITY PROJECT NO. 300-1383	REVISIONS NO. _____ DATE _____ AS SHOWN CONTRACTOR: _____ PROJECT NAME: _____ DRAWING NO. _____ PRINT NO. _____
	PROJECT NO. _____ SHEET NO. 2 OF 3		

exhibit B4

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

CRAFT: #CARPENTER AND RELATED TRADES

DETERMINATION: NC-23-31-1-2012-1  
ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate				Sunday and Holiday <sup>1</sup>
		Health and Welfare <sup>2</sup>	Pension	Vacation/ Holiday <sup>3</sup>	Training	Other Payments <sup>4</sup>	Hours	Total Hourly Rate	Daily	Saturday <sup>5</sup>	2X		
<sup>b</sup> Area 1 Carpenter	\$38.50	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	8	\$64.320	\$83.570	\$102.820	\$83.570	\$102.820	\$102.820
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$38.65	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	8	\$64.470	\$83.795	\$103.120	\$83.795	\$103.120	\$103.120
<sup>b</sup> Area 2 Carpenter	\$32.62	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	8	\$58.440	\$74.750	\$91.060	\$74.750	\$91.060	\$91.060
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$32.77	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	8	\$58.590	\$74.975	\$91.360	\$74.975	\$91.360	\$91.360
<sup>b</sup> Area 3 <sup>1</sup> Carpenter	\$32.62	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	8	\$58.440	\$74.750	\$91.060	\$74.750	\$91.060	\$91.060
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$32.77	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	8	\$58.590	\$74.975	\$91.360	\$74.975	\$91.360	\$91.360
<sup>b</sup> Area 4 <sup>1</sup> Carpenter	\$31.27	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	8	\$57.090	\$72.725	\$88.360	\$72.725	\$88.360	\$88.360
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$31.42	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	8	\$57.240	\$72.950	\$88.660	\$72.950	\$88.660	\$88.660

DETERMINATION: NC-23-31-1-2012-1A  
ISSUE DATE: August 22, 2012

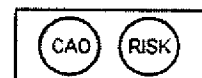
EXPIRATION DATE OF DETERMINATION: June 30, 2013\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate				Sunday and Holiday <sup>1</sup>
		Health and Welfare <sup>2</sup>	Pension	Vacation/ Holiday <sup>3</sup>	Training	Other Payments <sup>4</sup>	Hours	Total Hourly Rate	Daily	Saturday <sup>5</sup>	2X		
Bridge Builder/Highway Carpenter	\$38.50	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	8.0	\$64.320	\$83.570	\$102.820	\$83.570	\$102.820	\$102.820

Footnote and Midwright listed on page 34A.

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34A)



**DETERMINATION:** NC-23-31-1-2012-1B  
**ISSUE DATE:** August 22, 2012

**EXPIRATION DATE OF DETERMINATION:** June 30, 2013\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate				
		Health and Welfare <sup>e</sup>	Pension	Vacation/ Holiday <sup>d</sup>	Training	Other Payments <sup>b</sup>	Hours	Total Hourly Rate	Daily 1 1/2X <sup>f</sup>	2X	Saturday <sup>g</sup> 1 1/2X <sup>g</sup>	2X	Sunday and Holiday <sup>h</sup>
<sup>b</sup> Area 1 Millwright	\$38.60	\$10.05	\$8.70	\$4.14	\$0.63	\$3.90	8	\$66.020	\$85.320	\$104.620	\$85.320	\$104.620	\$104.620
<sup>b</sup> Area 2 Millwright	\$35.12	\$10.05	\$8.70	\$4.14	\$0.63	\$3.90	8	\$62.540	\$80.100	\$97.660	\$80.100	\$97.660	\$97.660
<sup>b</sup> Area 3 <sup>j</sup> Millwright	\$35.12	\$10.05	\$8.70	\$4.14	\$0.63	\$3.90	8	\$62.540	\$80.100	\$97.660	\$80.100	\$97.660	\$97.660
<sup>b</sup> Area 4 <sup>k</sup> Millwright	\$33.77	\$10.05	\$8.70	\$4.14	\$0.63	\$3.90	8	\$61.190	\$78.075	\$94.960	\$78.075	\$94.960	\$94.960

**DETERMINATION:** NC-23-31-1-2012-1, NC-23-31-1-2012-1A and NC-23-31-1-2012-1B

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Saturdays in the same work week may be worked at straight-time if job is shut down during the normal work week due to inclement weather or major mechanical breakdown.

<sup>b</sup> AREA 1 - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.

AREA 2 - Monterey, San Benito, and Santa Cruz Counties.

AREA 3 - El Dorado, Placer, Sacramento, San Joaquin and Yolo Counties.

AREA 4 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.

<sup>c</sup> Includes an amount for UBC Health & Safety Fund and National Apprenticeship fund.

<sup>d</sup> Includes an amount per hour worked for Work Fees. The Vacation amount is \$2.40 per hour worked for Carpenter; \$2.30 per hour worked for Millwright.

<sup>e</sup> Annuity Trust Fund, Industry Promotion, and Carpenter Employers Contract Administration.

<sup>f</sup> For building construction, rate applies to the first 4 hours daily overtime. For all heavy, highway and engineering construction overtime worked, Monday through Friday, rate applies to the first 4 hours daily overtime.

<sup>g</sup> Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.

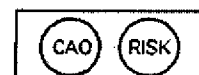
<sup>h</sup> Millwright Annuity Trust Fund, Industry Promotion, and Work Preservation.

<sup>i</sup> Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday Provision.

<sup>j</sup> Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



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

CRAFT: #CARPENTER AND RELATED TRADES (SECOND SHIFT)\*

DETERMINATION: NC-23-31-1-2012-1  
ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate*				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>g</sup>	Total Hourly Rate	Daily 1 1/2X <sup>h</sup>	2X	Saturday <sup>i</sup> 1 1/2X <sup>l</sup>	2X	Sunday and Holiday <sup>k</sup>
<b>* Area 1</b>													
Carpenter	\$41.07	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	7.5	\$66.890	\$83.570	\$102.820	\$83.570	\$102.820	\$102.820
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$41.23	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	7.5	\$67.050	\$83.800	\$103.120	\$83.800	\$103.120	\$103.120
<b>* Area 2</b>													
Carpenter	\$34.79	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	7.5	\$60.610	\$74.750	\$91.060	\$74.750	\$91.060	\$91.060
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$34.95	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	7.5	\$60.770	\$74.980	\$91.360	\$74.980	\$91.360	\$91.360
<b>* Area 3<sup>1</sup></b>													
Carpenter	\$34.79	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	7.5	\$60.610	\$74.750	\$91.060	\$74.450	\$91.060	\$91.060
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$34.95	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	7.5	\$60.770	\$74.980	\$91.360	\$74.980	\$91.360	\$91.360
<b>* Area 4<sup>1</sup></b>													
Carpenter	\$33.35	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	7.5	\$59.170	\$72.730	\$88.36	\$72.730	\$88.360	\$88.360
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$33.51	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	7.5	\$59.330	\$72.950	\$88.660	\$72.950	\$88.660	\$88.660

DETERMINATION: NC-23-31-1-2012-1A  
ISSUE DATE: August 22, 2012

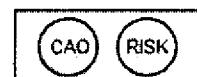
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CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate*				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>g</sup>	Total Hourly Rate	Daily 1 1/2X <sup>h</sup>	2X	Saturday <sup>i</sup> 1 1/2X <sup>l</sup>	2X	Sunday and Holiday <sup>k</sup>
Bridge Builder/Highway Carpenter	\$41.07	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	7.5	\$66.890	\$83.570	\$102.820	\$83.570	\$102.820	\$102.820

Continued on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)



**DETERMINATION:** NC-23-31-1-2012-1B  
**ISSUR DATE:** August 22, 2012

**EXPIRATION DATE OF DETERMINATION:** June 30, 2013\*\* 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.

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CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare <sup>d</sup>	Employer Payments <sup>e</sup>				Straight - Time		Overtime Hourly Rate <sup>g</sup>				
			Pension	Vacation/ Holiday <sup>f</sup>	Training	Other Payments <sup>h</sup>	Hours <sup>i</sup>	Total Hourly Rate	Daily 1 1/2X <sup>b</sup>	2X	Saturday <sup>j</sup> 1 1/2X <sup>k</sup>	2X	Sunday and Holiday <sup>l</sup>
<sup>1</sup> Area 1 Millwright	\$41.17	\$10.05	\$8.70	\$4.14	\$0.63	\$3.90	7.5	\$68.590	\$85.320	\$104.620	\$85.320	\$104.620	\$104.620
<sup>2</sup> Area 2 Millwright	\$37.46	\$10.05	\$8.70	\$4.14	\$0.63	\$3.90	7.5	\$64.880	\$80.100	\$97.660	\$80.100	\$97.660	\$97.660
<sup>3</sup> Area 3 <sup>1</sup> Millwright	\$37.46	\$10.05	\$8.70	\$4.14	\$0.63	\$3.90	7.5	\$64.880	\$80.100	\$97.660	\$80.100	\$97.660	\$97.660
<sup>4</sup> Area 4 <sup>1</sup> Millwright	\$36.02	\$10.05	\$8.70	\$4.14	\$0.63	\$3.90	7.5	\$63.440	\$78.080	\$94.960	\$78.080	\$94.960	\$94.960

**DETERMINATION:** NC-23-31-1-2012-1, NC-23-31-1-2012-1A and NC-23-31-1-2012-1B (FOR SECOND AND THIRD SHIFTS)

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

- \* Does not apply to tenant improvement or renovation projects in occupied buildings with a total contract value of \$5 million or less.
- <sup>1</sup> The overtime rates for shift work are based on the non-shift overtime rates on page 34.
- <sup>2</sup> Saturdays in the same work week may be worked at straight-time if job is shut down during the normal work week due to inclement weather or major mechanical breakdown.
- <sup>3</sup> AREA 1 - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.  
 AREA 2 - Monterey, San Benito, and Santa Cruz Counties.  
 AREA 3 - El Dorado, Placer, Sacramento, San Joaquin and Yolo Counties.  
 AREA 4 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.
- <sup>4</sup> Includes an amount for UBC Health & Safety Fund and National Apprenticeship fund.
- <sup>5</sup> Includes an amount per hour worked for Work Fees. The Vacation amount is \$2.40 per hour worked for Carpenter; \$2.30 per hour worked for Millwright.
- <sup>6</sup> Annuity Trust Fund, Industry Promotion, and Carpenter Employers Contract Administration.
- <sup>7</sup> Daily overtime applies after 7 1/2 hours worked at the straight-time rate for second shift and after 7 hours worked at the straight-time rate for third shift.
- <sup>8</sup> For building construction, rate applies to the first 2 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not to exceed a total of 4 hours in any 1 work day. For heavy, highway and engineering construction rate applies to the first 4 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not to exceed a total of 4 hours in any 1 work day.
- <sup>9</sup> Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.
- <sup>10</sup> Millwright Annuity Trust Fund, Industry Promotion, and Work Preservation.
- <sup>11</sup> Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday Provision.
- <sup>12</sup> Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

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

CRAFT: #CARPENTER AND RELATED TRADES (THIRD SHIFT)\*

DETERMINATION: NC-23-31-1-2012-1  
ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate*				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>g</sup>	Total Hourly Rate	Daily 1 1/2X <sup>h</sup>	2X	Saturday <sup>i</sup> 1 1/2X <sup>i</sup>	2X	Sunday and Holiday <sup>j</sup>
<b><sup>c</sup> Area 1</b>													
Carpenter	\$44.00	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	7	\$69.820	\$83.570	\$102.820	\$83.570	\$102.820	\$102.820
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$44.17	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	7	\$69.990	\$83.800	\$103.120	\$83.800	\$103.120	\$103.120
<b><sup>c</sup> Area 2</b>													
Carpenter	\$37.28	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	7	\$63.100	\$74.750	\$91.060	\$74.750	\$91.060	\$91.060
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$37.45	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	7	\$63.270	\$74.980	\$91.360	\$74.980	\$91.360	\$91.360
<b><sup>c</sup> Area 3<sup>1</sup></b>													
Carpenter	\$37.28	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	7	\$63.100	\$74.750	\$91.060	\$74.750	\$91.060	\$91.060
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$37.45	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	7	\$63.270	\$74.980	\$91.360	\$74.980	\$91.360	\$91.360
<b><sup>c</sup> Area 4<sup>1</sup></b>													
Carpenter	\$35.74	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	7	\$61.560	\$72.730	\$88.360	\$72.730	\$88.360	\$88.360
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$35.91	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	7	\$61.730	\$72.950	\$88.660	\$72.950	\$88.660	\$88.660

Footnotes listed on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)



DETERMINATION: NC-23-31-1-2012-1A  
 ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate <sup>a</sup>				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>g</sup>	Total Hourly Rate	Daily 1 1/2X <sup>h</sup>	2X	Saturday <sup>i</sup> 1 1/2X <sup>i</sup>	2X	Sunday and Holiday <sup>j</sup>
Bridge Builder/Highway Carpenter	\$44.00	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	7	\$69.820	\$83.570	\$102.820	\$83.570	\$102.820	\$102.820

DETERMINATION: NC-23-31-1-2012-1B  
 ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate <sup>a</sup>				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>g</sup>	Total Hourly Rate	Daily 1 1/2X <sup>h</sup>	2X	Saturday <sup>i</sup> 1 1/2X <sup>i</sup>	2X	Sunday and Holiday <sup>j</sup>
<sup>c</sup> Area 1 Millwright	\$44.11	\$10.05	\$8.70	\$4.14	\$0.63	\$3.90	7	\$71.530	\$85.320	\$104.620	\$85.320	\$104.620	\$104.620
<sup>c</sup> Area 2 Millwright	\$40.14	\$10.05	\$8.70	\$4.14	\$0.63	\$3.90	7	\$67.560	\$80.100	\$97.660	\$80.100	\$97.660	\$97.660
<sup>c</sup> Area 3 <sup>1</sup> Millwright	\$40.14	\$10.05	\$8.70	\$4.14	\$0.63	\$3.90	7	\$67.560	\$80.100	\$97.660	\$80.100	\$97.660	\$97.660
<sup>c</sup> Area 4 <sup>1</sup> Millwright	\$38.59	\$10.05	\$8.70	\$4.14	\$0.63	\$3.90	7	\$66.010	\$78.080	\$94.960	\$78.080	\$94.960	\$94.960

Footnotes listed on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)

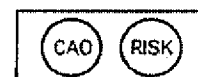




exhibit B5

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: NC-23-102-1-2013-1

ISSUE DATE: FEBRUARY 22, 2013

EXPIRATION DATE OF DETERMINATION: JUNE 30, 2013\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

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

Table with columns: Classification, Basic Hourly Rate, Health and Welfare, Pension, Vacation and Holiday, Training, Other Payments, Straight-Time Hours, Total Hourly Rate, Overtime Hourly Rate (Daily, Saturday, Sunday/Holiday).

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

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

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

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

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

c. AREA 1 - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.

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

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

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

f. WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 1/2) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.

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

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

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



**CONSTRUCTION SPECIALIST**

ASPHALT IRONERS AND RAKERS  
CHAINSAW  
LASER BEAM IN CONNECTION WITH LABORER'S WORK  
MASONRY AND PLASTER TENDER  
CAST IN PLACE MANHOLE FORM SETTERS  
PRESSURE PIPELAYERS  
DAVIS TRENCHER - 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS)  
STATE LICENSED BLASTERS AS DESIGNATED  
DIAMOND DRILLERS  
MULTIPLE UNIT DRILLS  
HYDRAULIC DRILLS  
CERTIFIED WELDER

**GROUP 1 (FOR CONTRA COSTA COUNTY ONLY, USE GROUP 1 (G) FOR SOME OF THE FOLLOWING CLASSIFICATIONS)**

ASPHALT SPREADER BOXES (ALL TYPES)  
BARCO, WACKER AND SIMILAR TYPE TAMPERS  
BUGGYMOBILE  
CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYERS  
CERTIFIED ASBESTOS AND MOLD REMOVAL WORKER  
CERTIFIED HAZARDOUS WASTE WORKER (INCLUDING LEAD ABATEMENT)  
COMPACTORS OF ALL TYPES  
CONCRETE AND MAGNESITE MIXER AND 1/4 YARD  
CONCRETE PAN WORK  
CONCRETE SANDERS, CONCRETE SAW  
CRIBBERS AND/OR SHORING  
CUT GRANITE CURB SETTER  
DRI PAK-IT MACHINE  
FALLER, LOGLOADER AND BUCKER  
FORM RAISERS, SLP FORMS  
GREEN CUTTERS  
HEADERBOARD MEN, HUBSETTERS, ALIGNERS BY ANY METHOD  
HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER, 100 LBS. PRESSURE/OVER)  
HYDRO SEEDER AND SIMILAR TYPE  
JACKHAMMER OPERATORS  
JACKING OF PIPE OVER 12 INCHES  
JACKSON AND SIMILAR TYPE COMPACTORS  
KETTLEMEN, POTMEN, AND MEN APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING DIPPING, OR HANDLING OF SUCH MATERIALS)  
LAGGING, SHEETING, WHALING, BRACING, TRENCH-JACKING, LAGGING HAMMER  
MAGNESITE, EPOXY RESIN, FIBER GLASS AND MASTIC WORKERS (WET/DRY)  
NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS  
PAVEMENT BREAKERS AND SPADERS, INCLUDING TOOL GRINDER  
PERMA CURBS  
PRECAST-MANHOLE SETTERS  
PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING)  
PRESSURE PIPE TESTER  
POST HOLE DIGGERS-AIR, GAS, AND ELECTRIC POWER BROOM SWEEPERS  
POWER TAMPERS OF ALL TYPES, EXCEPT AS SHOWN IN GROUP 2  
RAM SET GUN AND STUD GUN  
RIPRAP-STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF SACKED CONCRETE AND/OR SAND (WET OR DRY) AND GABIONS AND SIMILAR TYPE  
ROTARY SCARIFIER OR MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER  
ROTO AND DITCH WITCH  
ROTOTILLER  
SAND BLASTERS, POTMEN, GUNMEN, AND NOZZLEMEN  
SIGNALLING AND RIGGING  
SKILLED WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS, DOORS, PLUMBING AND ELECTRIC FIXTURES)  
TANK CLEANERS  
TREE CLIMBERS  
TRENCHLESS TECHNOLOGY LABORER- PIPE INSTALLATION, BURSTING, RELINING, OR SIMILAR  
TRENCHLESS LABORER'S WORK, CAMERA CONTROLLER  
TURBO BLASTER  
VIBRA-SCREED-BULL FLOAT IN CONNECTION WITH LABORER'S WORK  
VIBRATORS

**GROUP 1 (A)**

ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER & EXPLOSIVES OF WHATEVER TYPE, REGARDLESS OF METHOD USED FOR LOADING AND PLACING  
JOY DRILL MODEL TWM-2A  
GARDENER-DENVER MODEL DH 143 AND SIMILAR TYPE DRILLS  
TRACK DRILLERS  
JACK LEG DRILLERS  
WAGON DRILLERS  
MECHANICAL DRILLERS-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER  
MECHANICAL PIPE LAYER-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER  
BLASTERS AND POWDERMAN  
HIGH SCALERS (INCLUDING DRILLING OF SAME)  
TREE TOPPER  
BIT GRINDER

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

SEWER CLEANERS (ANY WORKMEN WHO HANDLE OR COME IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS) SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LAROB DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHALL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

**GROUP 1 (C)**

BURNING AND WELDING IN CONNECTION WITH LABORER'S WORK  
SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING

**GROUP 1 (D)**

SEE FOOTNOTE A ON PAGE 49

**GROUP 1 (E)**

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

**GROUP 1 (F-1)**

ALIGNER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNTING OR SHOT CRETE

**GROUP 1 (F-2)**

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

**GROUP 1 (G) APPLIES ONLY TO WORK IN CONTRA COSTA COUNTY**

PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING), CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYER, PRESSURE PIPE TESTER, NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS, PRECAST MANHOLE SETTERS, CAST IN PLACE MANHOLE FORM SETTERS IN CONTRA COSTA COUNTY ONLY

**GROUP 1 (H)**

SEE FOOTNOTE A ON PAGE 49

**GROUP 2**

ASPHALT SHOVELERS  
CEMENT DUMPERS AND HANDLING DRY CEMENT OR GYPSUM  
CHOKE-SETTER AND RIGGER (CLEARING WORK)  
CONCRETE BUCKET DUMPER AND CHUTEMAN  
CONCRETE CHIPPING AND GRINDING  
CONCRETE LABORERS (WET OR DRY)  
DRILLERS HELPER, CHUCK TENDER, NIPPER (ONE CHUCKTENDER ON SINGLE MACHINE OPERATION WITH MINIMUM OF ONE CHUCKTENDER FOR EACH TWO MACHINES ON MULTIPLE MACHINE OPERATION. JACKHAMMERS IN NO WAY INVOLVED IN THIS ITEM.)  
GUINEA CHASER (STAKEMAN), GROUT CREW  
HIGH PRESSURE NOZZLEMAN, ADDUCTORS  
HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE)  
LOADING AND UNLOADING, CARRYING AND HANDLING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION  
PITTSBURGH CHIPPER, AND SIMILAR TYPE BRUSH SHREDDERS  
SEMI-SKILLED WRECKER (SALVAGING OF OTHER BUILDING MATERIALS) - SEE ALSO SKILLED WRECKER (GROUP 1)  
SLOPER  
SINGLEFOOT, HAND HELD, PNEUMATIC TAMPER  
ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1 (F)  
JACKING OF PIPE-UNDER 12 INCHES

**GROUP 3**

CONSTRUCTION LABORERS INCLUDING BRIDGE LABORERS, GENERAL LABORERS AND CLEANUP LABORERS  
DEMOLITION WORKER  
DUMPMAN, LOAD SPOTTER  
FLAGPERSON/PEDESTRIAN MONITOR  
FIRE WATCHER  
FENCE ERECTORS, INCLUDING TEMPORARY FENCING  
GUARDRAIL ERECTORS  
GARDENER, HORTICULTURAL AND LANDSCAPE LABORERS (SEE GROUP 4, FOR LANDSCAPE MAINTENANCE ON NEW CONSTRUCTION DURING PLANT ESTABLISHMENT PERIOD)  
JETTING  
LIMBERS, BRUSH LOADERS, AND FILERS  
PAVEMENT MARKERS (BUTTON SETTERS)  
PAVERS/INTERLOCKING PAVERS (ALL TYPES) AND INTERLOCKING PAVEMENT MACHINES  
MAINTENANCE, REPAIR TRACKMEN AND ROAD BEDS  
STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS  
TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR  
TOOL ROOM ATTENDANT (JOBSITE ONLY)

**GROUP 3 (A) - SEE GROUP 3 RATES**

COMPOSITE CREW PERSON (OPERATION OF VEHICLES, WHEN IN CONJUNCTION WITH LABORER'S DUTIES)

**GROUP 4**

ALL FINAL CLEANUP OF DEBRIS, GROUNDS AND BUILDINGS NEAR THE COMPLETION OF THE PROJECT INCLUDING BUT NOT LIMITED TO STREET CLEANERS (NOT APPLICABLE TO ENGINEERING OR HEAVY HIGHWAY PROJECTS)  
CLEANING AND WASHING WINDOWS (NEW CONSTRUCTION ONLY), SERVICE LANDSCAPE LABORERS (SUCH AS GARDENER, HORTICULTURE, MOWING, TRIMMING, REPLANTING, WATERING DURING PLANT ESTABLISHMENT PERIOD) ON NEW CONSTRUCTION  
BRICK CLEANERS (JOB SITE ONLY)  
MATERIAL CLEANERS (JOB SITE ONLY)

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

**GROUP 4**

STRUCTURAL NOZZLEMAN

**GROUP 4 (A)**

NOZZLEMAN (INCLUDING GUNMAN, POTMAN)  
RODMAN  
GROUNDMAN

**GROUP 4 (B) - SEE GROUP 4 RATES**

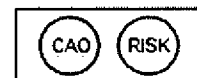
GUNITE TRAINEE (ONE GUNITE LABORER SHALL BE ALLOWED FOR EACH THREE (3) JOURNEYMAN (GROUP 6, 6A, 6C, OR GENERAL LABORER) ON A CREW. IN THE ABSENCE OF THE JOURNEYMAN, THE GUNITE TRAINEE RECEIVES THE JOURNEYMAN SCALE). NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

**GROUP 4 (C)**

REBOUNDMAN

**GROUP 7**

LANDSCAPE LABORER TRAINEE (RATIO FOR TRAINEES IS ONE IN THREE. AT LEAST ONE SECOND PERIOD TRAINEE AND AT LEAST ONE THIRD PERIOD TRAINEE MUST BE EMPLOYED BEFORE EMPLOYING ANOTHER FIRST PERIOD TRAINEE). NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.



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

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

DETERMINATION: NC-23-102-1-2013-1A

ISSUE DATE: FEBRUARY 22, 2013

EXPIRATION DATE OF DETERMINATION: JUNE 30, 2013\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director-Research Unit for specific rates at (415) 703-4774.

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

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate <sup>f</sup>	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training Payments	Other	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X
<b>AREA 1<sup>c</sup></b>											
Construction Specialist	30.84	6.54	8.90	2.48	0.37	0.15	8	49.28	64.70	64.70	80.12
Group 1; Group 1(B) <sup>e</sup>	30.14	6.54	8.90	2.48	0.37	0.15	8	48.58	63.65	63.65	78.72
Group 1 (A)	30.36	6.54	8.90	2.48	0.37	0.15	8	48.80	63.98	63.98	79.16
Group 1 (C)	30.19	6.54	8.90	2.48	0.37	0.15	8	48.63	63.73	63.73	78.82
Group 1 (E)	30.69	6.54	8.90	2.48	0.37	0.15	8	49.13	64.48	64.48	79.82
Group 1 (F-1)	30.72	6.54	8.90	2.48	0.37	0.15	8	49.16	64.52	64.52	79.88
Group 1 (F-2)	29.74	6.54	8.90	2.48	0.37	0.15	8	48.18	63.05	63.05	77.92
Group 1 (G)	30.34	6.54	8.90	2.48	0.37	0.15	8	48.78	63.95	63.95	79.12
Group 2	29.99	6.54	8.90	2.48	0.37	0.15	8	48.43	63.43	63.43	78.42
Group 3; Group 3(A)	29.89	6.54	8.90	2.48	0.37	0.15	8	48.33	63.28	63.28	78.22
Group 4; Group 6(B)	23.58	6.54	8.90	2.48	0.37	0.15	8	42.02	53.81 <sup>d</sup>	53.81 <sup>d</sup>	65.60 <sup>d</sup>
Group 6	31.10	6.54	8.90	2.48	0.37	0.15	8	49.54	65.09	65.09	80.64
Group 6 (A)	30.60	6.54	8.90	2.48	0.37	0.15	8	49.04	64.34	63.34	79.64
Group 6 (C)	30.01	6.54	8.90	2.48	0.37	0.15	8	48.45	63.46	63.46	78.46
Group 7 - Stage 1 (1 <sup>st</sup> 6 months)	21.82	6.54	8.90	2.48	0.37	0.15	8	40.26	51.17	51.17	62.08
Stage 2 (2 <sup>nd</sup> 6 months)	24.51	6.54	8.90	2.48	0.37	0.15	8	42.95	55.21	55.21	67.46
Stage 3 (3 <sup>rd</sup> 6 months)	27.20	6.54	8.90	2.48	0.37	0.15	8	45.64	59.24	59.24	72.84
<b>AREA 2<sup>c</sup></b>											
Construction Specialist	29.69	6.54	8.90	2.48	0.37	0.15	8	48.13	62.98	62.98	77.82
Group 1; Group 1(B) <sup>e</sup>	28.99	6.54	8.90	2.48	0.37	0.15	8	47.43	61.93	61.93	76.42
Group 1 (A)	29.21	6.54	8.90	2.48	0.37	0.15	8	47.65	62.26	62.26	76.86
Group 1 (C)	29.04	6.54	8.90	2.48	0.37	0.15	8	47.48	62.00	62.00	76.52
Group 1 (E)	29.54	6.54	8.90	2.48	0.37	0.15	8	47.98	62.75	62.75	77.52
Group 1 (F-1)	29.57	6.54	8.90	2.48	0.37	0.15	8	48.01	62.80	62.80	77.58
Group 1 (F-2)	28.59	6.54	8.90	2.48	0.37	0.15	8	47.03	61.33	61.33	75.62
Group 2	28.84	6.54	8.90	2.48	0.37	0.15	8	47.28	61.70	61.70	76.12
Group 3; Group 3(A)	28.74	6.54	8.90	2.48	0.37	0.15	8	47.18	61.55	61.55	75.92
Group 4; Group 6(B)	22.43	6.54	8.90	2.48	0.37	0.15	8	40.87	52.09 <sup>d</sup>	52.09 <sup>d</sup>	63.30 <sup>d</sup>
Group 6	29.95	6.54	8.90	2.48	0.37	0.15	8	48.39	63.37	63.37	78.34
Group 6 (A)	29.45	6.54	8.90	2.48	0.37	0.15	8	47.89	62.62	62.62	77.34
Group 6 (C)	28.86	6.54	8.90	2.48	0.37	0.15	8	47.30	61.73	61.73	76.16
Group 7 - Stage 1 (1 <sup>st</sup> 6 months)	20.97	6.54	8.90	2.48	0.37	0.15	8	39.41	49.90	49.90	60.38
Stage 2 (2 <sup>nd</sup> 6 months)	23.56	6.54	8.90	2.48	0.37	0.15	8	42.00	53.78	53.78	65.56
Stage 3 (3 <sup>rd</sup> 6 months)	26.15	6.54	8.90	2.48	0.37	0.15	8	44.59	57.67	57.67	70.74

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

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

[HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASE](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASE). TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/DAS/DAS.HTML).

- a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.
- GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).
- b SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.
- c AREA 1 - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.  
AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.
- d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.
- f ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISIONS FOR MAP DESCRIPTION AND EXCEPTIONS.

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

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

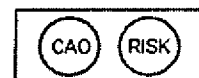


Exhibit D

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER, LEGALLY NOTORIZED AND SUBMITTED WITH BID

State of California )  
County of Placer ) ss.

Trina Mahle, being first duly sworn, deposes and says that he or she is President of California Single Ply, Inc., the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the price bid, or of that of any other Bidder, 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 bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid; and that the bid is not made in the interest of or on behalf of, any member of the Monterey City Council or any City officer or employee.

Signed: [Signature]

State of California )  
County of Placer ) ss.

On August 26, 2013 before me, Monica A. Hutchison, Notary Public:  
DATE Here Insert Name and Title of the Officer  
personally appeared Trina Mahle 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 persons(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.

(seal) [Signature]  
Notary's Signature

Revised 10/02/12

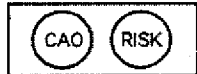
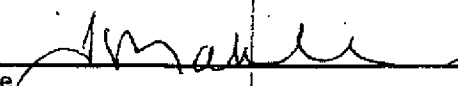


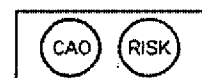
Exhibit E

**Certification of Good-Faith Effort to Hire Monterey Bay Area Residents  
(Prime Contractor - To be Submitted with Bid)**

I, Trina Mahle, a licensed contractor, or responsible managing officer, of the company known as California Single Ply, Inc. do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the company on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

Signature	
Printed Name and Title	Trina Mahle, President
Date	September 3, 2013

Revised 10/02/12



N/A

**Certification of Good-Faith Effort to Hire Monterey Bay Area Residents  
(Subcontractor - To be Completed by Subcontractor After Bid Is Awarded)**

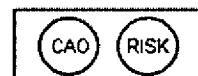
I, \_\_\_\_\_, a licensed contractor, or responsible managing officer, of the company known as \_\_\_\_\_ do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the contractor on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

Signature

Printed Name and Title

Date

Revised 10/02/12



**DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

N/A

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

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

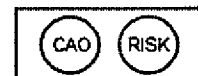
I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this 3rd day of September, 2013 in Rocklin, CA County, California.

Signature

*Trina Mahle*  
Trina Mahle, President

Printed Name and Title

Revised 10/02/12





Date

California Single Ply  
P.O. Box 2799  
Rocklin, Ca 95677

**Subject: Monterey Sports Center Roof Repair Notice-to-Proceed**

Dear Ms. Trind Mahle,

The necessary contract document for the subject project have been received by the City of Monterey. This letter is your Notice to Proceed. Enclosed is a fully executed copy of the contract for your files.

The effective date of this notice is (day of the week, month, year).

The work under this contract shall commence within fourteen (14) days after this issuance of the Notice to Proceed and shall be completed Ninety (90) calendar days from the effective date of this Notice to Proceed.

The work order number #459106 must be included on all invoices for this project.

Please contact Dan Williams, 869-6126, Project Manager prior to start of construction.

We look forward to working with you on this project.

Sincerely,

George H. Helms,  
General Services Superintendent

Attachment

cc: Dan Williams, Project Manager  
Catherine Raynor, Assistant City Clerk  
Pj Kinzie-Garcia, Maintenance Technician  
File

